

AGREEMENT

This Agreement is by and between GIANT EAGLE MARKETS COMPANY, 101 Kappa Drive, Pittsburgh, Pennsylvania 15238, hereinafter referred to as the "Company," and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #23, 345 Southpointe Boulevard, Suite 300, Canonsburg, PA 15317, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union."

Article 1 Purpose and Intent

1.1 The Company and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Company, to promote efficiency and customer service, and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

Article 2 Recognition and Jurisdiction

2.1A The Company recognizes the Union as the sole and exclusive bargaining agent for Grocery, Bakery and Produce Department employees working in the Company's stores as clerks which are operated which may be operated in the various counties of Pennsylvania, Ohio and West Virginia as defined by the jurisdiction of Local 23 - United Food and Commercial Workers International Union. Such employees shall be engaged in the handling or selling of merchandise, including foods packed in cans or jars, canned fish, butter, eggs, baked goods prepared both on and off the premises, frozen foods, (excluding those frozen foods customarily and normally handled and sold in the Meat Department), produce, and all other merchandise handled and sold in the store area. The Company can assign frozen food work and Beer and Wine to either or both bargaining units at its discretion. This provision shall exclude those employees who are covered by another Collective Bargaining Agreement.

2.1B The number of excluded positions shall be determined by each store's format listed below. These excluded positions shall be non-union positions and can perform all bargaining unit work in the Company's stores. The Company may elect to use a Union Lead in place of an excluded Team Leader in any department. In all departments, the Company also may use a Union Lead in addition to an Excluded Team Leader.

The Company currently has four formats; Market District, Signature, Traditional and Small Market. The number of exclusions in each format is: Market District - twenty-five (25); Signature - twenty-two (22); Traditional - twelve (12); Small Market - ten (10).

In Market District stores, if needed in the Company's discretion, the Company has the right to have three (3) non-Union Team Leaders on the front ends and three (3) non-Union Team Leaders on the back ends of the stores. The Company will give prior notice before adding a non-Union department head position in a Market District store.

In Market District stores, the Company shall have the right to create the following non-union positions: Graphic Artist, Registered Dietician, and Confidential Employee. Graphic Artists as of June 24, 2007, will be given the option whether to leave or remain in the Union. Graphic Artists who

Article 2 – Recognition and Jurisdiction (Continued):

elect to remain in the Bargaining Unit shall be red circled under this Agreement. All future Graphic Artist positions will be excluded from the Bargaining Unit.

Assistant Bakery and Assistant Produce Team Leaders

2.1C It is understood the Company shall create and/or maintain the position of Assistant Bakery Team Leaders and Assistant Produce Team Leaders in Market District and Signature stores and may create, maintain or eliminate Assistant Bakery Team Leaders and Assistant Produce Team Leaders in Traditional and Small Market stores under the following terms and conditions:

1. The position will be full-time.
2. Employees will be selected through the Company's team leader training program.
3. Selected employees will receive a one dollar and fifty cents (\$1.50) per hour premium above their existing hourly rate of pay.
4. The Company may remove employees from these positions at the Company's discretion. The affected employee may return to their former position and rate of pay.

2.1D The Company agrees to create a Union position of Office Lead where there is no Office Team Leader, Back Door Receiver Lead, Dairy Lead, HBC/HBW Lead and a Frozen Food Lead. The Company will create a Fuel Station Lead (where a Fuel Station exists on the Giant Eagle pad site covered by this Agreement), Beer and Wine Lead in Pennsylvania, Liquor Lead (West Virginia Locations). Union Lead positions will be full-time positions. The selected employee will receive a one dollar and fifty cents (\$1.50) per hour premium above their existing rate.

2.1E. Lead Positions

1. In all stores, the Company agrees to create and/or maintain a Union Position of Office Lead where there is no Office Manager, Back Door Receiver Lead, POS Lead, Beer & Wine Lead (in stores with a Beer & Wine department) in Pennsylvania, Fuel Station Lead (where a Fuel Station exists on the Giant Eagle pad site covered by this Agreement), and Liquor Lead (West Virginia Locations), and Specialty Foods Lead in Market District stores only.
2. In all stores, the Company may create, maintain, or eliminate a Gift Card Lead, Front End Coordinator Lead, Floral Designer Lead, Grocery Lead, Night Crew Lead and Payroll Lead.
3. In Market District stores, the Company agrees to create and/or maintain Maintenance Lead, Specialty Foods Lead, Cake Decorator Lead, Bakery Production Lead and Bakery Counter Lead.
4. In Market District and Signature stores, the Company also agrees to create and/or maintain Dairy Lead, HBC/HBW Lead, and Frozen Food Lead.
5. In Signature stores, the Company may create, maintain, or eliminate a Specialty Food Lead position.

Article 2 – Recognition and Jurisdiction (Continued):

6. In traditional and small market stores, the Company may create, maintain, or eliminate a Dairy lead, HBC/HBW lead, Frozen Food leads.
7. Union Lead positions will be full-time positions.
8. The Company has the right to rotate lead positions within the same store.
9. The selected employee in the above lead positions will receive a one dollar and fifty cents (\$1.50) per hour premium above his/her existing rate.
10. The Company shall also have the discretion to create, maintain or eliminate other lead positions.

2.1F An employee acting as relief for and filling the job of Produce Team Leader, Night Crew Team Leader, Bakery Team Leader, Health, Beauty and Wellness Team Leader (HBW), Floral Team Leader, Office Lead, Back Door Receiving Lead, Dairy Lead, Car Wash Lead, HBC/HBW Lead, Fuel Station Lead (where a Fuel Station exists on the Giant Eagle pad site covered by this Agreement), Beer and Wine Lead, Liquor Lead, POS Lead, and a Frozen Food Lead.

2.1G Employees classified Assistant Department Team Leaders and Leads shall not be bound by Article 10.6 of this agreement and shall be scheduled according to the business needs of the store in which assigned.

2.1H Inventory Team Leader

If the Company introduces a new inventory system, the Company will interview employees who currently have inventory responsibility. If the employees are qualified as determined by the Company, the Company will designate them as leads, and they will receive a one dollar and fifty cents (\$1.50) per hour premium. Such employees will be red-circled, and if a vacancy occurs the position will be replaced by a Non-Union Inventory Team Leader. If there are no qualified employees as determined by the Company, the Company will have the right to hire a Non-Union Inventory Team Leader from outside the Company.

2.2 This Agreement shall be binding upon the parties hereto, their heirs, successors and assignees. Subject to Article 9, in the event of a bona fide sale or transfer of any store covered by this Agreement during the term hereof, the new owner or such transferee shall be notified of the obligation of this Agreement and shall be required to become a party hereto.

The Employer is permitted to establish specialty shops operated by other companies. If the specialty shop becomes 100% owned by Giant Eagle, the non-management employees in the shop will become part of the bargaining agreement.

Article 3
Management Rights

3.1 The management of the business and the direction of the work force, including, but not limited to the right to plan, direct, and control store operations; the right to discontinue departments or portions thereof; to establish merchandising and pricing policies; determine what work will be performed and what products handled; the right to utilize outside floor, specialized and/or janitorial cleaning services, on an as needed, but in no event more than twice per month; to obtain and sell pre-

Article 3 – Management Rights (Continued):

cut, pre-packaged, pre-processed, pre-priced, etc.; to hire, suspend, or discharge for just cause; to promote and/or demote; to assign and allocate work; to transfer employees because of lack of business or for other legitimate reasons; consolidate jobs; to study or introduce new or improved work methods or facilities; and/or processes (centralized or decentralized); to introduce new equipment and/or technological processes; to establish and maintain reasonable rules and regulations covering the operation of the store including the right to develop and implement engineered labor standards including discipline and incentives; implementation of reasonable suspicion and post-accident drug and alcohol testing as reflected in the current policy, in addition, the Company may perform a drug and alcohol test within an employee's first thirty (30) days of employment; to layoff; schedule employees, including the right to grant a requested schedule restriction. The Company shall have sole discretion to determine the size and composition of the work force, including where and if a vacancy exists and to carry out the ordinary and customary functions of management, not inconsistent with the provisions of this Agreement, are vested exclusively in the Employer. Such rights shall not be used for the purpose of discrimination against any member of the Union.

If the Company utilizes outside floor, specialized and/or janitorial cleaning services there will not be a loss of hours on night crew as a result of this.

3.2 The parties agree that the fact that during negotiations for this contract a party proposed and then withdrew a contract proposal will not be used by the other party in any proceeding between the parties.

Article 4 No Strike Clause

4.1 It is mutually agreed that there shall be no strikes or lockouts during the existence of this Agreement. The Union agrees that during such time it will refrain from ordering and will use every effort to prevent cessation of work for any reason by any of its members employed by the employer.

4.2 It shall not be a violation of this Agreement, nor grounds for discipline or discharge of employees for persons covered hereunder to refuse to cross a primary picket line which has been authorized by Local 23 and sanctioned by the United Food and Commercial Workers International Union. The only picket line which is primary is a picket line by Giant Eagle Grocery or Meat/Deli unit employees represented by Local 23 engaging in an economic strike at the stores covered under this Agreement after the expiration of the contract and after proper notification.

4.3 With the exception of a primary picket line as defined in Paragraph 4.2 above, the Union and its members waive the right to establish a picket line, to strike, to slow down, boycott, handbill, sympathy strike, work stoppages, sit downs, sick outs, refusals to work, deliberate curtailment of production, or to strike over issues not arising under the contract or cognizable under the grievance and arbitration procedure or conduct other concerted interference at Giant Eagle including, but not limited to, a matter involving stores covered under this agreement or any other store or facility owned or operated by Riser Foods Company, Giant Eagle, OK Grocery Company, or any subsidiary, division or affiliate of those companies. The Union and its members also waive the right to honor the picket line of its union, another union, or another local of the same union at stores covered under this agreement.

4.4 The Union agrees to give fourteen (14) days notice of a strike and the establishment of a picket line. This provision survives contract expiration and/or extension.

Article 5
Union Shop

5.1 There shall be no discrimination against employees or applicants for employment because of race, color, religion, national origin, disability, sex or age. The Company and the Union each expressly recognize their responsibility to make reasonable accommodations and to comply with all provisions of the Americans with Disabilities Act and other federal, state or local anti-discrimination laws. The parties agree, however, that any such accommodation shall not be contrary to the other provisions of this Contract except where no other reasonable accommodation is available.

5.2 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the latter, shall remain members in good standing. It shall be a condition of employment that all employees covered by this Agreement, who are not members of the Union in good standing on the effective or execution date of this Agreement, whichever is the latter, shall, on the thirty-first (31st) day following the effective or execution date of this Agreement, whichever is the latter, become and remain members of the Union in good standing. For the purpose of this Article, Union membership in good standing shall require only the payment of periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

5.3 Stewards of this Union shall, at all times, be full-time or part-time employees and shall be the last laid off in any case. Stewards shall be the last persons transferred from a store unless such transfer has been approved by the Company and the Union. In no event shall Stewards be empowered to call a work stoppage. The Union shall furnish the Company a complete list of Stewards, which list shall be supplemented from time to time as may be necessary.

5.4 Neither the Union nor its members shall engage in Union activities on the Company's time or in the Company's stores; however, for the purpose of administering the provisions of the Agreement, duly authorized representatives of the Union may enter the stores covered by this Agreement during regular working hours. The Company shall not discriminate against any employee for upholding Union principles or engaging in activities of the Union which do not affect the conduct of the business.

5.5 The Union shall furnish one (1) Union Shop Card, and or decal for each of the Company's stores covered by this Agreement. Such Union Shop Card or decal shall remain the property of the Union and shall be surrendered to the Union upon demand.

5.6 The Company may assign more than one (1) member of the same family in the same store. If a problem occurs, the Company and the Union will meet to take what ever action is necessary to resolve the issue. This action could include, but is not limited to transfer to other stores or departments.

5.7 Stewards of the Union will receive one (1) day off with pay each year of this Agreement for purposes of Union Conferences. This provision shall not apply to more than two stewards per store.

5.8 The Employer shall be held harmless against any and all claims, demands, suits, or other forms of liability, excluding attorneys' fees, that shall arise out of or by reason of action taken by the Employer in reliance upon the above mentioned authorization or deduction of fees, dues, or assessments from wages in compliance with the Union Security provision of the Contract.

Article 5 – Union Shop (Continued):

5.9 The Company shall permit the Union one (1) lockable bulletin board per store dedicated to only Local 23 business, at the Union's expense.

5.10 A Company Representative will introduce new employees to a shop steward during the first week of employment. Additionally, the Company will grant the Union steward up to ten (10) minutes at the end of a new employee's orientation to meet with the new employee, however the scheduling of orientations will not be subject to steward availability. If the steward attends the orientation during the steward's regular shift, the time will be paid for by the Company. If the time is outside of the steward's regular shift, the time will not be paid for by the Company.

Article 6

Probationary Period

6.1 The probationary period for employees covered by this agreement shall be ninety (90) days. There shall be no extension period.

Article 7

Authorization for Deduction of Union Dues, Etc.

7.1 The Company agrees to deduct weekly union dues, the initiation fee, and assessments from the wages of the employees in the bargaining unit who provide the Company with a voluntary written authorization to do so. Such authorization shall be irrevocable for a period of not more than one (1) year or beyond the termination date of this Agreement, whichever comes first. Such deductions shall be made by the Company weekly from the wages of the employees and such deductions shall be forwarded to the President of the Union weekly. In the event no wages are due an employee, or the wages of an employee are insufficient to cover the required deductions, the deductions for such week shall nevertheless be made from the wages of an adequate amount next due the employee and thereupon transmitted to the Union. The Company shall promptly notify the Union in writing of any revocation of the aforesaid authorization.

7.2 The Company agrees to deduct from an employee's earnings each payroll period, including vacation pay, the amount specified by an employee on the Local 23 Federal Credit Union written authorization for payroll deductions. Payroll deductions will commence with the payroll period following receipt of an employee's written authorization for Local 23 Federal Credit Union payroll deductions. The Company agrees to forward such payroll deductions to the Local 23 Federal Credit Union within seven (7) days following each payroll period for each employee.

7.3 The Company agrees to provide a payroll deduction for voluntary ABC contributions. Such deductions shall be made on a weekly basis and the total amount so deducted shall be paid to the President of the Union weekly.

Article 8

Clerks Work Clause

8.1 All work and services performed in the stores connected with or incident to the handling or selling of all merchandise as specified in Article 2, Paragraph 2.1A, offered for sale to the public in the Company's retail stores covered by this Agreement, shall be performed by employees as

Article 8 – Clerks Work Clause (Continued):

specified in Article 2, Paragraph 2.1A and 2.1B. No salesperson shall be permitted to perform any stocking service in the store, except prior to or when the Company opens a new store or remodeled store, where salesmen may perform stocking services for a period of time up to one (1) month after the store's opening or reopening. The Union recognizes, however, that the bread salespersons, including private label and salesperson of Housewares, Inc., have performed limited stocking service as past practice and as such, the bread salespersons and salespersons of Housewares, Inc., are permitted to continue to perform services as in the past. All excluded positions, not covered in Article 2.1B, and Specialists, will be permitted to perform all work in the Company's stores on an as needed basis. Specialists will make every effort to have an available bargaining unit employee work alongside them for the purpose of educating the employee while the specialist is performing bargaining unit work.

8.2 All current or replacement vendors may continue to stock their product.

8.3 It is understood by both parties that the following has been agreed to regarding the use of salesmen in the Giant Eagle Markets Stores.

MAGAZINES, SPICES, GOURMET COFFEE, POP, NATURAL FOODS, ALL COOKIES, ALL SNACKS AND SPECIALTY FOOD: magazines, spices, gourmet coffee, pop, specialty waters and energy drinks, natural foods, cookies, specialty candy (e.g. Sarris), video merchandisers (currently Driveline) pet food suppliers, snacks-section (potato chips, pretzels, corn products, healthy food lines, etc.), ice cream and ice cream novelties and specialty food such as UNFI, Alber & Leff, The News Group and Delallos, Beer and Wine in West Virginia, salesmen to do all work.

RESET WORK: Salesmen, specialists and all excluded employees are permitted to do all reset work.

The Company may utilize any excluded position, not covered in Article 2.1B, Specialists and all vendor services available to the trade to prepare for special events, e.g. TV commercial shoots, Share Group visits or implementation of new initiatives, so long as the Company posts a sign-up list to provide hours for qualified employees in the department to assist them. The Company has no intent to reduce scheduled hours as a result of this provision.

BOOKS: Books section will be serviced by salesmen.

Exception – In certain stores the volume of business in the book centers require some amount of clerk work and in those stores, clerks may perform limited work. Examples, book centers at store #72 and store #14.

GREETING CARD SECTIONS: Greeting cards will be serviced by salesmen only.

CAKE SECTIONS: The following vendors will service their own sections:

Dolly Madison	Little Debbie
Tasty Cake	Nickles
Entenmann's	Blue Bird
Hostess	

RESET WORK: Salesmen will do all reset work.

Article 8 – Clerks Work Clause (Continued):

GENERAL MERCHANDISE AND HEALTH AND BEAUTY AID ITEMS: General Merchandise Merchandisers function in the general merchandise and Health and Beauty Aid areas with responsibility for resetting sections, maintaining new items, discounting items and performing limited stocking duties as defined in the language in Paragraph 8.1 for salespersons of Housewares, Inc. It is understood that the intent of this Agreement is not to broaden the General Merchandise Merchandisers' duties beyond what work functions they are currently performing.

It is also understood that this Agreement cannot anticipate all of the new vendors or issues that could arise in the future. Any issues not covered here, or new vendor that services the stores will be the subject of discussion between the Company and the Union before any salesmen work is implemented.

8.4 Floor Stripping Crews:

1. Giant Eagle Markets Company shall have the right to enter into contracts with outside companies for those companies to perform floor stripping work within stores owned and operated by Giant Eagle Markets Company.

2. Giant Eagle will post a sign up list to provide hours for employees who desire to perform work related to the floor stripping, i.e., moving and rebuilding displays, sweeping floors, etc.

3. Employees volunteering to work will be scheduled extra hours over and above their normally scheduled hours of work, not to exceed forty (40) hours per week or eight (8) hours per day.

8.5 All other excluded employees not covered in 2.1B or 8.1, will be permitted to perform all work in the Company's stores on an as needed basis limited to include emergencies, weather, or acts of God.

8.6 The Company, in order to educate its non-store employees on store operations, can have its office personnel work in the stores to be trained in store operations. The Union will be given prior notification.

Examples of when this may occur include, but are not limited to the following:

- Management Training Programs

The following assignments will not exceed twelve (12) weeks duration per participant:

- Provide hands-on opportunities for office employees to experience retail operations during holidays.
- Employees transferring into a new job may work at the store as part of their training and orientation to improve knowledge and understanding regarding their impact on store operations and the personnel.

Article 8 – Clerks Work Clause (Continued):

- Employees involved in projects, work flow design or technology solutions that impact store operations and store personnel may work at the stores to gain insight in the spirit of optimizing results.

The Company agrees that they will not saturate any individual store with non-store employees under this section.

(The Company will provide the Union advance notification of any of the above assignments.)

The intent of this language is not to decrease store employee hours. The intent of this language is to allow personnel from our offices to have a brief hands-on retail experience designed to develop awareness and appreciation for the complexities associated with operating our retail businesses. We also believe this experience will provide first hand contact with our most valuable assets being our retail employees and our customers.

8.7 Mutual Aid and Support

In cases of emergency or unforeseen events, such as peaks in business due to weather, all employees in a given store, regardless of bargaining unit, may be called upon by management to perform direct customer service functions, such as bagging groceries, carrying out orders, ringing register, or performing duties directly related to the health and safety of employees and customers.

8.8 Training of Excluded Team Leaders

Because it is necessary for Excluded Team Leaders to understand Giant Eagle work methods in order to coach, evaluate, and mentor bargaining unit employees, the hands on training of new Excluded Team Leaders will be conducted with the assistance of bargaining unit employees, for up to an eight (8) week period in each department. The hours of work of bargaining unit employees will not be reduced as a result of this training and the Union will be given prior notification.

8.9 The Company can assign any trained and qualified employee, regardless of bargaining unit, to perform any work to support the legitimate needs of the business. There will be no claim on hours related to this provision provided the hours are scheduled by seniority in the employee's bargaining unit.

8.10 In holiday weeks, when the stores are experiencing peaks in business, the Company has the right to utilize corporate office employees in any manner to service the needs of the business. The Company has no intent to reduce hours as a result of this provision.

8.11 To preserve bargaining unit work, the Company agrees that no Store Leader or Assistant Store Leader shall perform any work customarily performed by employees covered by this Agreement, except that they shall be permitted to perform front end work, assist on resets, occasional and unscheduled clean up or facing of shelves or end caps, customer requests, holiday promotions, opening of new or remodeled stores, seasonal and specialty displays during the months of July, November and December and the four (4) weeks preceding Easter, and emergencies, and train employees in connection with this activity. In the event of an unexpected and unanticipated increase in customer demand, management shall have the right to perform incidental bargaining unit work.

Article 9
Seniority

9.1 A full-time employee is one who is employed forty (40) hours per week, five (5) eight (8) hour days. For full-time employees hired after June 27, 2004, the work week will be forty (40) hours a week, five (5) eight (8) hour days, Sunday through Saturday.

9.2A A part-time employee in the work force prior to June 2, 1991 is one who is employed a minimum of twenty (20) hours per week and a maximum of forty (40) hours per week, in no more than five (5) days.

A part-time employee hired on or after June 2, 1991 is one who is employed a minimum of sixteen (16) hours per week and a maximum of forty (40) hours per week in no more than five (5) days.

9.2B Part-time employees may agree to waive the guaranteed minimum hours and work fewer hours to accommodate their own personal schedules if the Company approves.

9.3 Seniority shall be on a Company-wide basis. Full-time employees shall have seniority over part-time employees in all cases.

9.4 Part-time employees shall have their date of hire or last date of rehire as their part-time seniority date.

9.5 Full-time employees shall have their date of hire or last date of rehire as their full-time seniority date. When a part-time employee is reclassified to a full-time position, they shall have their date of hire or last date of rehire as their full-time seniority date.

9.6A The Company reserves the right to grant or deny a requested transfer from one seniority group to another.

If an employee is permitted to transfer to another seniority group:

They will retain their original hire date or revised date for purposes of calculation of vacations and benefit eligibility. Vacation and benefit levels will be based on their new job classification and;

They will go to the appropriate wage bracket or thereafter rate for the employee's new classification according to the employee's original date of hire (or revised date if promoted from part-time to full-time) regardless of whether the new wage rate is higher or lower than their pre-transfer rate, and;

That employee will have seniority within the employee's new job classification for purposes of layoffs and scheduling of hours, based on their date of transfer into the new seniority group.

9.6B When a part-time employee hired after January 1, 1981, or promoted from the customer service clerk classification after March 22, 1981, is reclassified to a full-time position, the employee reclassified shall receive credit toward his or her seniority date for all hours worked only in the classification of part-time clerk on the following basis: The total number of hours worked only in the classification of part-time clerk will be divided by forty (40) to establish the number of full-time weeks to be credited toward the employee's full-time seniority date. The employee's seniority date prior to reclassification will be revised in accordance with the total number of full-time weeks' credit and the employee's name will be placed on the full-time seniority list in the appropriate order of the revised

Article 9 - Seniority (Continued):

full-time seniority date. The employee's revised full-time seniority date shall be applicable thereafter only for computation of the applicable rate of pay.

9.7A When a full-time position becomes available in a non-specialized position, the full-time lateral transfer or part-time interested employee with the greatest seniority shall be offered such full-time position, provided the employee is available and has the ability to perform the necessary duties. In specialized positions, as described herein, the Company shall select the most qualified candidate as determined by the Company by considering experience, performance, interviewing, and/or testing. The current specialized positions are: Service Desk, Cash Office, Front End Coordinator, Floral, Candy Center, Baker and Cake Decorator. In addition, other planned specialized positions are HBW Sales Associate, HBW Vitamin/Herbal Supplement Advisor. The Company may specify additional specialized job classifications with prior notification to and discussion with the Union.

B. For open Market District positions, including new or converted Market District stores, the Company shall post all open full-time positions in all Giant Eagle stores covered under this Agreement, interview and/or test interested candidates inside and outside the Company and select the most qualified candidate as determined by the Company. The Company shall post all part-time Market District positions in all Market District stores, interview and/or test interested candidates from inside and outside the Company, and select the most qualified candidate as determined by the Company. (Lateral transfers are also subject to this interviewing and/or testing process.) If the qualifications of candidates are equal in the Company's discretion, seniority shall prevail. When needed, the Company may post any Market District position with a shift/hours requirement. Employees voluntarily transferring into a Market District store, or hired into a Market District store, may only transfer out into a corporate store through the lateral process and will receive the applicable corporate wage rate. Employees who are transferred out by the Company will go back to their original store or position at the applicable corporate wage rate. If a corporate store is converted into a Market District store, any employees working in the store who want to transfer to a corporate store may do so, and for seniority purposes, including wage rates, will go where their seniority takes them in the corporate store.

C. Job Posting Procedure

When a full-time position becomes available, the Company shall post the position for all stores covered under this Agreement for a period of ten (10) working days. Interested employees shall submit their name for consideration through the Company's online system. Employees off work who wish to apply for such a position must be available to assume the position within two (2) weeks of the start date of the position. If no employees are interested, or if none of the employees responding has the ability to perform the positions specified in 9.7A as determined by the Company, the Company may seek to fill the position from outside the Bargaining Unit.

The Company may post Full-Time positions with a shift/hours requirement. Any Full-time or Part-time employee may apply. If no employees are interested, or if none of the employees responding have the abilities to perform the duties of this position, the Company may seek to fill these bargaining unit positions with new hires. Employees working in one of these positions will not be able to lateral onto another shift unless an opening exists. Night crew employees retain their bumping rights pursuant to Article 9.19 for these and other daylight positions.

If a new Full-time position is created with a shift/hours requirement, current full-time employees may also bid on the new position.

Article 9 - Seniority (Continued):

9.8 When a full-time employee is involuntarily reduced to part-time status, the employee shall retain the applicable full-time hourly rate of pay being received as a full-time employee for the period of time the employee remains classified as involuntary part-time. When a full-time employee is involuntarily reduced to part-time status, the full-time Health & Welfare contributions shall continue to be paid by the Company for the period of time the employee remains classified as involuntary part-time.

9.9 When an involuntary part-time employee is offered a full-time position and such employee refuses to accept such full-time position, the applicable part-time rate of pay and benefits shall apply. When an involuntary part-time employee refuses to accept a full-time position, such employee's refusal shall be in writing and a copy of such written refusal shall be furnished to the Union.

9.10 When a full-time employee voluntarily requests a reduction to part-time status, the applicable part-time rate of pay and benefits shall apply. When a full-time employee voluntarily requests a reduction to part-time status, such employee's request shall be in writing and a copy of such written request shall be furnished to the Union.

9.11 When a full-time employee terminates his or her employment, the employee replacing the terminated employee or the reduced status employee shall become a full-time employee, provided all conditions as in the past are the same.

9.12 The Company shall furnish the Union and the Store Team Leaders the following seniority lists, which lists shall be supplemented periodically and the changes furnished to the Union: Union Produce Team Leaders, Full-Time Employees and Part-Time Employees.

9.13 Employees' names will be placed on the appropriate seniority lists in order of date of hire or last date of rehire, as set forth in Paragraph 9.4 and 9.5 above. If two or more employees have the same seniority date, the employees' names will be listed alphabetically in order of last name. A change in an employee's last name after date of hire or rehire will not change the alphabetical order of the employee's name on the appropriate seniority list. Should a problem arise with regard to two (2) or more employees with identical seniority dates, all hours worked since the date of hire or last date of rehire shall be totaled for each employee to determine the highest current seniority to be applied to the particular case involved, based on the highest total number of hours worked. Those employees who may have the same total number of hours worked on this basis shall draw lots in the presence of the Union and Company representatives assigned for this purpose.

9.14 If competition from Wal-Mart, Dollar Stores, other Supermarkets, etc. results in a drop in sales volume, the Company will implement the following actions in an attempt to keep the store competitive and viable:

* Provide notice to the Union of the sales decline and affected departments and meet with the Union to discuss the problem.

* Reduce part-time hours (may not be able to maintain part-time hour minimums due to sales fluctuations, but should make every reasonable effort to maintain part-time hours as close to minimum as possible). Part-time employees who may be reduced below the minimum hours will be able to bump into another store.

* Offer voluntary layoffs.

* Transfer full time employees into other stores. Those transferred employees will have the

Article 9 - Seniority (Continued):

right to bump any less senior employee in the company in their same classification, and this bumping may result in a full-time position being reduced to part-time.

* Reduce full-time employees to part-time status.

(Note: Any employees in this category will maintain their rate of pay.)

* As a last resort, lay-off employees.

The Company and the Union will review the store's status after a one year period. If the store's sales are continuing to decline, the Company and the Union will discuss further reductions. If the store's sales are returning the Company and the Union will discuss returning the affected employees to their original store. Before the Company hires new employees in the affected store(s), it will offer to return the affected employees if they so desire.

Note: This clause does not apply to any store that is impacted by a non-union independently owned Giant Eagle.

9.15 In recalling from lay-off, the last full-time employee laid off shall be the first recalled from lay-off. After all full-time employees have been recalled from lay-off, the Company shall recall the employees from the part-time seniority lists. Recalls from lay-offs shall be in order of the highest seniority first on each seniority list.

9.16 In recalling an employee from lay-off, the Company shall call the laid-off employee at his or her listed home telephone number to advise of recall from lay-off to a specific position and location. In the event an employee indicates that he or she cannot return to work at that time or should a telephone call not be answered, a certified letter will be sent to the employee's last known address on the Company's records requesting a call to the Personnel Department within five (5) calendar days to indicate availability for recall from lay-off. If an employee does not call the Personnel Department to state their availability for recall from lay-off within five (5) calendar days of receipt of the certified letter, it will be assumed that the employee has voluntarily resigned and the Union will be so notified.

9.17 An employee who is continuously laid off for a period of one (1) year shall be automatically terminated at the end of such period.

9.18 For purposes of transfers, the Company shall fill the vacancies on the following basis:

A. When a vacancy occurs, the Company shall make such transfers on the basis of previous requests that have been submitted to the Company giving due regard to seniority with ability and experience to be considered.

B. Transfer requests shall be submitted through the Company's online system. When this occurs, the Company will send notification to the union on a weekly basis.

C. The employee shall have the right to reject such transfer from one store to another, however, the Company reserves the right to transfer a less senior employee within the store and within the classification to fill such openings.

D. In transferring employees from one type of work to another, the Company reserves the right to exercise its sole judgment respecting the ability of the employee involved to perform the duties assigned.

Article 9 - Seniority (Continued):

E. Vacancies involving an upgrade in classification (i.e., promotion) after above lateral moves have been made, a bid list will be posted in all stores for the specific opening and shall be filled using the company's online system.

F. New stores - A bid list shall be posted in all stores covered by this Agreement for bargaining unit openings for all classifications in the new store through the Company's online system. Seniority with ability and experience will be the determining factors in filling of openings.

G. The Company will use its best efforts to make assignments to employees who have accepted a position no later than two (2) weeks following the acceptance of the position. The Company will send to the Local Union Office a notice no later than the week following the notification of assignments.

H. Once a lateral transfer has been refused by the employee, it shall become inactive and the employee may resubmit a new request after six (6) months.

9.19 If there is an opening in the night stocking crew, it will be offered to the employees in a particular store based on seniority, experience and ability. If the opening can not be filled in this manner, the least senior clerk in such store who has the experience and ability to do the job must take such night stocking job. Full-time employees on night crew shall have the right to bump a less senior full-time employee on daylight for any reason. A full-time daylight employee has the right to bump onto night-crew only when an opening occurs.

9.20 One (1) week's notice prior to permanent transfer, will be given to all employees by the Company.

9.21 An employee's date of hire (full-time or part-time) will be used for vacation selection, Sunday work, and holiday work, rather than revised dates. Use of revised dates shall not decrease an employee's rate of pay when promoted, provided further, full-time shall have seniority over part-time.

9.22 The Company shall send one (1) company-wide seniority list to each steward and one (1) to each store, as revised each six (6) months.

9.23 If a store is closed, the Company will have the right to displace from each classification the number of positions previously maintained at the closed store. This shall be done by seniority on a Company-wide basis.

The last employee promoted to a full-time position in categories A and B below shall be the first employee to be reduced to part-time, if necessary, under this Article.

The affected employees in each classification shall be placed, as in the past, by the Company in the same or a lower classification displacing a less senior employee.

Article 9 - Seniority (Continued):

FOR PURPOSES OF THIS ARTICLE, CLASSIFICATIONS ARE:

- A. Produce Team Leader (Union)
- B. Full-Time Clerk
- C. Part-Time Clerk Promoted Before 3/22/81
- D. Part-Time Clerk Promoted Between 3/22/81 and 12/22/83
- E. Part-Time Clerk Promoted After 12/22/83
- F. Customer Service Clerk

Bakery employees have separate seniority.

FOR PURPOSES OF THIS ARTICLE, CLASSIFICATIONS ARE:

- A. Full-Time Baker Hired Before 1/1/81
- B. Full-Time Baker Hired After 12/22/83
- C. Part-Time Baker Hired or Promoted Between 1/1/81 and 12/22/83
- D. Part-Time Baker Hired or Promoted After 12/22/83
- E. Baker Apprentice Hired Between 1/1/81 and 12/22/83
- F. Baker Apprentice Hired After 12/22/83
- G. Part-Time Bakery Clerk Hired Between 1/1/81 & 12/22/83
- H. Part-Time Bakery Clerk Hired After 12/22/83

A. Any full-time employee who may be reduced to part-time status as a result of this clause will maintain their full-time rate of pay and full-time benefits for such period of time as they remain reduced.

B. Demoted employees from the classification of full-time clerk to part-time clerk will have the first opportunity to new full-time clerk positions that become available. This shall be determined by the seniority of the affected employees.

C. The net effect of this Article shall be no increase in the total number of positions per wage classification as had been previously maintained in the remaining open stores.

D. For purposes of this Store Closing Article, an employee who elects to take a voluntary lay-off and has been displaced into a lower classification, will be moved to the new classification prior to taking the voluntary lay-off. Upon return to the work place, the employee will be placed in the new lower classification at the appropriate rate of pay, except as provided in 9.24A.

E. Part-time employees who are demoted will retain their Health and Welfare Benefits.

F. When a store closes under this Store Closing Article, Articles 9.7 and 9.11 do not apply.

G. In the event the Company would franchise any store that would be closed under this Article, the Company agrees that it will use its best efforts to encourage any such franchisee to offer employment to any displaced employee who desires the same.

H. The Company agrees not to close any store that is reasonably profitable. The definition of reasonably profitable is a net profit of one percent (1%) after taxes measured over any six-month period. The President of the Company or the Vice President of Operations will discuss in advance with the Union any proposed store closings.

Article 9 - Seniority (Continued):

I. The Company agrees that any future store that replaces another Corporate store will be opened as Corporate and the Company will not use store closing language (Article 9.23) on the closing store. Any other new stores that open will be opened under separate contracts with separate seniority. This paragraph does not restrict the Company's right to franchise stores, nor does it limit in any way any of the other provisions in Article 9.23.

J. During this Contract if a new Giant Eagle franchise store opens in a corporate stores' trading area (three miles), and adversely affects the profitability of the corporate store, that corporate store must remain open for at least one (1) year before the affected store can close.

K. The Company shall have the right during the term of this contract to create additional new or existing specialized departments (for example: Starbucks). Specifically for these departments, the Company shall have the right to transfer employees into or out of the identified department, on a voluntary basis. If all things are equal amongst said volunteers, seniority will prevail. Prior to an employee being removed from a position pursuant to this section, management shall counsel the employee two (2) times; the third (3rd) time shall result in the employee being returned to his/her former position or store.

9.24A A more senior employee may elect on a voluntary basis to be laid-off in lieu of a less senior employee within classification. It will be the obligation of any employee wishing to utilize this provision to inform their store Team Leader. The Company will not be required to post any notices in connection with this provision.

9.24B The employee will also have the ability to return to work after utilizing this provision with two (2) weeks' advance notice. An employee utilizing this provision will receive the benefits of a laid-off employee.

9.25 The Company shall select Leads in accordance with the specialized positions language in sections 9.7A and 9.7C of this Agreement. The Company shall have the discretion to remove any employee from a lead position. If the Company determines to remove an employee from a Lead position, that employee shall return to his or her former position/store and appropriate rate of pay, with prior notification to the Union.

In Market District stores, the Company shall have the right to create new job classifications, including Lead positions, and determine the job duties and appropriate wage rates according to the criteria provided to the Union. Examples of such positions include, but are not limited to, Service Ambassador, Toy Department Lead.

9.26A The Company has the right to level the number of full-time employees in order to meet its business needs in the bakery department. The leveling will consist of transferring employees from stores which are overstaffed to stores which are understaffed. When an employee is transferred to a different store, the Company will ask for volunteers. If there are no volunteers, transfers from overstaffed stores will be done by seniority. If more than one person is being moved, it will be done by seniority. If a position opens up in the employee's previous store, the employee has the right to transfer back to that store, subject to the lateral process in Article 9.18. Employees who are moved will retain their seniority and rate of pay.

Article 9 - Seniority (Continued):

B. Full-time employees may be permanently or temporarily (up to a maximum of four weeks) transferred from one store to another. When an employee is permanently transferred to a different store, the Company will ask for volunteers. If there are no volunteers, permanent transfers from overstaffed stores will be done by seniority. If a position opens up in the employees previous store, the employee has the right to transfer back to that store, subject to the lateral process in Article 9.18. Employees who are moved will retain their seniority and rate of pay.

9.27 Transfers into the Bargaining Unit

A. When an employee is directly transferred into the Bargaining Unit from a position within the Company outside of the Bargaining Unit, the employee will be credited with his or her full continuous service for the purpose of wages, benefits eligibility and vacation entitlement, based on the employees' original date of hire with the Company. All such transfers shall be at the sole discretion of the Company. However, the Company agrees to notify the union prior to any moves taking place. The employee's new seniority date in the bargaining unit will start from the day the employee is transferred into the bargaining unit. For all purposes other than those mentioned above, including but not limited to vacation selection and scheduling, the new seniority date will be used. No employees will be transferred in as Full Time unless there are no laterals or bid letters signed for a Full Time position.

B. For permanent transfers, during the first six (6) calendar months in such new position, any party may terminate the transfer and the employee shall immediately be transferred back to the store of the Employer where the transfer originated. After six (6) calendar months, the transfer shall become permanent.

Article 10
Hours

10.1 The Company shall have the right to schedule the hours of work for each employee.

10.2A Scheduling errors are to be made known by 2:00 p.m. Saturday of the week in which the schedule is posted, except for employees not working. Employees not scheduled on Saturday will have until the end of their next work day to advise the store management of any errors in their schedules in order for the store to make the appropriate correction. If the schedule is not posted as required by the contract, scheduling errors are to be made known by 2:00 p.m. Sunday in order for the store to make the appropriate correction.

B. Full-time employees' work schedules shall be posted no later than Thursday at 2:00 p.m. of the preceding week, and the Shop Steward will be given a copy of this work schedule each week. No full-time employee shall have his or her schedule changed to avoid the payment of overtime. A tentative work schedule for part-time employees shall also be posted; however, prior to the effective date of the schedule, the part-time schedule is subject to change, when necessary to meet business conditions. In cases of emergency, schedules can be changed, such changes to be noted on the posted schedule by the Team Leader, and the Steward to be advised immediately. The term "emergency" is to be qualified. Employees returning from sick leave or leave of absence refer to Paragraph 10.11.

10.3 The work week for full-time employees shall be forty (40) hours, five (5) eight (8) hour days per week, exclusive of one (1) hour or one half (1/2) hour meal period. The work week for full-time employees hired after June 27, 2004 shall be forty (40) hours, five (5) eight (8) hour days per week,

Article 10 - Hours (Continued):

Sunday through Saturday, or four (4) ten (10) hour days, Sunday through Saturday, exclusive of one (1) hour or one-half (1/2) hour meal period.

10.3A During weeks other than holiday weeks, an optional work week for full-time employees of four (10) hour days may be utilized with the following terms:

- The optional work week must be mutually agreeable between the Employer and the employee.
- Employees working this optional work week shall be scheduled at least forty (40) hours per week.
- The optional work week shall be offered in order of seniority within classification among employees who have the ability to perform the work.
- The optional work week shall be scheduled in accordance with the Sunday work and basic work week sections of this Contract.
- Sunday work shall be paid at the appropriate Sunday rate.
- All work over ten (10) hours per day shall be paid for at the appropriate overtime rate.
- Employees working ten (10) hour shifts shall receive a fifteen (15) minute rest period during the first half of the shift, and a fifteen (15) minute rest period during the second half of the shift. Employees scheduled ten (10) hour shifts will receive an unpaid lunch of half (1/2) an hour or one (1) hour.
- Payments for non-occupational disabilities will be administered under the current system.
- Bereavement leave will be administered on the basis of four ten hour days off and three (3) regular days off for a total of seven (7) days off for full-time employees.
- Employees under the optional work week will be paid up to forty (40) hours of pay when taking vacation.

10.4 There shall be no split shifts for any of the employees, except college students who request to work a split shift will be permitted to do so with the mutual agreement of the Company.

10.5 Each employee shall receive a rest period as follows: One (1) fifteen (15) minute rest period for every four (4) hours worked. Employees scheduled to work eight (8) hours a day shall receive two (2) fifteen minute rest periods; the first in the morning and the second in the afternoon or the first in the afternoon and the second in the evening. Rest periods shall be granted without loss in pay as near to the middle of the work period as is practical. Any employee who is scheduled to or works six (6) hours or more in any day shall receive two (2) paid fifteen (15) minute rest periods.

10.6 All hours of work scheduled after 7:00 p.m. shall be considered night work. Full-time employees shall not be required to work more than two (2) nights Sunday through Saturday. Those employees assigned to night stocking are excluded from these limitations. Rotation of night work shall be enforced by department. Where a problem arises in a particular store because of the night

Article 10 - Hours (Continued):

limitations, a workable schedule applicable to that store shall be discussed and agreed upon by both parties of this Agreement.

10.7 A part-time employee, who is available for work only certain hours due to other commitments, shall not cause the reduction of hours of work of any other full-time or part-time employee with less seniority when such employee's commitments no longer interfere with availability for work.

10.8 All employees who are scheduled for work or who are called in and report for work for the hours scheduled in any one (1) day, shall be guaranteed four (4) hours work or four (4) hours pay in lieu of work, except when on overtime or if the employee is not available for four (4) hours.

10.9 All part-time employees with five (5) or more years of continuous service shall be guaranteed not less than twenty-four (24) hours. This paragraph shall apply only to employees hired prior to January 1, 1978.

10.10 An employee detained from work for any reason shall notify the Store Team Leader or Assistant Store Team Leader as soon as possible, but in no event less than one (1) hour prior to the beginning of their work shift.

10.11 An employee off work shall give notice of intention to return to work by notifying his or her Store Team Leader or Assistant Store Team Leader. An employee returning to work from an illness of one week or more shall notify the above prior to 12:00 noon Tuesday preceding the week in which he or she desires to return to work.

10.12 Unless mutually agreeable, the Company shall schedule a minimum of ten (10) hours between the ending of any employee's work shift and the beginning of the employee's next shift. However, where mutually agreeable, the Company may schedule less than ten (10) hours.

10.13 In scheduling hours of work for part-time employees, hours will be scheduled by seniority as in the past. Less senior part-time employees shall not be scheduled for more hours than more senior employees. It is understood by both parties to this Collective Bargaining Agreement that there are situations where employees do not want to work night crew hours. In those instances, preferences for those hours will be given to regular night crew employees. In the event an employee limits their schedule, they will get their hours if there are shifts available, and these shifts do not prevent more senior employees from receiving their hours.

10.14 All employees who are considered minors under State regulations will be scheduled and receive an unpaid thirty (30) minute lunch period whenever working five (5) hours per day. This break shall occur before the completion of five (5) hours.

This break will be in addition to other contractually agreed breaks, but not in addition to scheduled lunch periods.

Article 11
Premium Pay

11.1 Employees are not permitted to work before or after their scheduled hours unless authorized in advance by the Store Team Leader or the Assistant Store Team Leader.

Article 11 – Premium Pay (Continued):

11.2A Employees covered by this Agreement shall work overtime when necessary. All hours of work performed in excess of forty (40) hours per week or in excess of eight (8) hours per day, except as provided in subsection B. below, shall constitute overtime and shall be paid at time and one-half the employee's regular hourly rate of pay.

B. Upon request of the employee, part-time employees may be scheduled and/or work up to ten (10) hours per shift, with consideration of the employees' availability, at their straight time rates of pay.

11.3 Overtime shall be paid on either the day or the week, whichever is greater, but not on both.

11.4 Employees scheduled to work night stocking shall receive the premium pay of fifty (\$.50) cents per hour in addition to the employee's regular hourly rate of pay. If such employee is on overtime, the fifty (\$.50) cents per hour premium pay shall not apply.

11.5 All hours of work performed prior to 6:00 a.m. and all hours of work performed in excess of one (1) hour after scheduled store closing shall be paid at fifty (\$.50) cents per hour in addition to the employee's regular hourly rate of pay. If such employee is on overtime, the fifty (\$.50) cents per hour premium pay shall not apply.

11.6 All work performed on the sixth (6th) day will be offered on a volunteer basis by seniority at straight time. In the event there are no volunteers, the sixth (6th) day shall be paid for at the rate of time and one-half.

11.7 Part-time employees hired prior to June 2, 1991 who work in excess of thirty-two (32) hours in a week, will be paid the full-time rate for all hours in that week.

11.8 Trainer Premium

The Company reserves the right to select qualified employees to act as trainers, and employees training in all areas will receive a one dollar (\$1.00) per hour premium while training, so long as the selected employee is not an Assistant Team Leader or Lead.

11.9 Cash Office and Service Desk Premium

The Company will pay a twenty-five cent (25¢) premium per hour for all hours scheduled in the store's cash office and service desk. The selection of which individuals shall be assigned to the store's cash office and service desk is at the discretion of the Company.

Article 12 Sunday Work

12.1 All employees hired before April 18, 1988 shall be paid at time and one-half (1 1/2) for all work performed on Sunday.

12.2 Employees hired on or after April 18, 1988 and prior to June 3, 1991 shall be paid a premium of one dollar and seventy-five cents (\$1.75) per hour for all work performed on Sundays.

Article 12 – Sunday Work (Continued):

12.3 Employees hired on or after June 3, 1991 but prior to June 27, 2004 will receive a one dollar and twenty-five (\$1.25) cents per hour premium for Sunday hours worked.

Employees hired on or after June 27, 2004 and prior to June 25, 2010, will receive a seventy-five (75¢) cents per hour premium for Sunday hours.

Employees hired on or after June 25, 2010, will receive a fifty (\$.50) cents per hour premium for Sunday hours.

12.4 Sunday work shall be offered to employees on a voluntary basis within the full-time, part-time, and customer service clerk classifications on a 1 to 1 ratio between each classification. Full-time Employees shall be scheduled by seniority from a sign-up list posted in each store from noon Sunday until 6:00 p.m. on Tuesday. Part-time clerks and customer service clerks shall be scheduled by rotation within their respective classifications from a list of volunteers. In the event that the Company is unable to obtain the necessary number of volunteers for each classification then the Company shall have the right to schedule employees by inverse seniority within each classification, maintaining the 1 to 1 ratio between classifications. Employees volunteering for Sunday shall indicate whether they wish to work Sunday within the work week or outside the work week.

Employees may volunteer to work the Sunday prior to their vacation as per Section 12.4 above and also when laid-off. In this event Sunday is outside their regular work week.

12.5 Employees scheduled to work night stocking on Sunday shall receive their Sunday premium plus the thirty (30¢) cents night premium.

Article 13
Rates of Pay

13.1 Rates of pay shall be in accordance with the Schedule of Rates of Pay, which is attached hereto and is made a part of this Agreement.

13.2 Should the Company establish a new job classification, the rate of pay for such classification shall be negotiated with the Union.

13.3 Additional Compensation

The Company can unilaterally increase starting rates, grant bonuses, individual increases, and any other forms of incentives. The Company can unilaterally establish a profit sharing plan and/or an employee discount plan. The increases can be done by individual employee, by department or for the entire store. The employer agrees to notify and/or meet with the union to discuss these matters prior to implementation but this does not require the Union's consent. All of these changes can be done unilaterally at the Company's sole discretion and any of these changes may be rescinded and/or modified. Any prior arbitration decision to the contrary is expressly overruled by this provision.

13.4 Experienced Rates For Bakers

A. The Company may increase starting rates at its discretion for baker and cake decorator positions in accordance with Article 13.3.

Article 13 – Rates of Pay (Continued):

B. If the Company hires a Baker or Cake Decorator above the starting rate, any current Baker or Cake Decorator in the same store with equivalent skills and abilities, as determined by the Company, will be increased to the same rate.

13.5 In Market District stores, the Company shall have the right to set and modify the wage rates for the Market District employees based upon ability, experience, need, competition, and other criteria to be supplied to the Union. The Company will make every effort to give the Union prior notice of a new wage rate.

13.6 Increase in Minimum Wage

Effective upon the date of a federal or state minimum wage increase, all employees who are below the new minimum wage rate will be increased to the new minimum wage rate plus thirty cents (30¢) per hour and then will receive the appropriate six (6) month increases until they reach the thereafter rate.

Article 14
Discharge

14.1 The Company shall not discharge any member of the Union without first giving written notification to the Union and discussing such proposed discharge with a Union Steward or a Union Business Representative. The Company shall not be required to give written notification of discharge to the Union in cases where the Company has proof that an employee is guilty of intoxication or dishonesty.

14.2A Any employee who enters into a retail food store business competing directly with the Company will be subject to discharge.

14.2B It is understood by both parties to the Collective Bargaining Agreement that an employee who wishes to work for competition will be allowed to do so.

For purposes of this Agreement, "working for competition" means working for a competitor of Giant Eagle Markets Company, but does not include working in an employee's own business competing against the Company. An employee who works in their own business competing against Giant Eagle Markets Company will be terminated in compliance with Article 14.2A.

Article 15
Grievance and Arbitration Procedures

15.1 Employees shall have the unqualified right to register complaints or grievances and to testify in any proceeding involving the provisions of this Agreement without in any way jeopardizing their employment status or being subject to discrimination.

15.2 In the event any differences or complaints over the interpretation or application of the terms of this Agreement occur, the following procedure shall apply:

Step 1: The shop steward and/or union representative and/or grievant shall attempt to resolve the grievance or complaint in a meeting with store management. In the event the grievance is not resolved at this meeting, the grievance must be submitted to the company in writing within fourteen (14) days after the occurrence of the event giving rise to the grievance, or the union or the aggrieved

Article 15 – Grievance and Arbitration Procedures (Continued):

employee's knowledge of the event. Failure to submit the grievance in writing within the fourteen (14) day period will result in its being irrevocably waived. Time limits in this step shall not apply to payroll errors.

Step 2: If the grievance remains unresolved, a meeting will be held between a Union representative and the Labor Relations Team Leader or his/her designate within twenty-one (21) days of the event or knowledge of the event.

Step 3: In the event the grievance still remains unresolved, a meeting shall be held between a Union representative, the Labor Relations Team Leader and/or any other designated administrative executive of the Company within thirty-five (35) days of the event or knowledge of the event.

Step 4: If the grievance still remains unresolved, the Company must submit its written response to the Union within seven (7) days following the last meeting. Failure of the Company to respond within seven (7) days will result in the grievance being automatically granted, unless otherwise mutually agreed.

Step 5: If the grievance still remains unresolved, the Union may request arbitration within twenty (20) days following receipt of the Company's written response to the grievance, except that this time limit may be extended in the event that the Union's decision is overruled by the Union's Executive Board, and in that case the twenty (20) day period will run from the date of the Executive Board decision.

15.3 The notice of intent to arbitrate must be given in writing, and the difference or complaint shall be set forth in the letter of notification. The Company and the Union shall select a panel of nine (9) Federal Mediation and Conciliation Service arbitrators with NAA credentials. Either the Company or the Union may reject the first panel of arbitrators. The Company will pay wages only to individuals attending arbitration hearings pursuant to the Company's subpoena, and the Union will pay wages to members attending arbitration hearings at the Union's request.

The Arbitrator shall have authority only to interpret and apply the provisions of this Agreement and shall have no authority to add to, detract from, or in any way alter its terms.

15.4 Cases involving a discharge shall be brought before an arbitrator within ninety (90) days of the date of the request for arbitration, unless both sides mutually agree to an extension. All other cases shall be brought before an arbitrator within 120 days of the date of the request for arbitration, unless both sides mutually agree to an extension. The arbitrator, prior to his or her selection, shall be informed that he or she will be required to render a decision within thirty (30) days following the filing of briefs and the closing of the record.

15.5 The time limits specified in Steps 1, 2, 3, 4, and 5 above may be extended by mutual agreement between the Company and the Union but shall otherwise be decided against any employee, the Union or the Company for failing to observe the time limits. The time limits involving Step 2, Step 3, and Step 4, shall not include Saturdays, Sundays and the six (6) contractually recognized holidays.

15.6 During the consideration of any controversy by the grievance committee, neither party shall change the conditions existing at the time the controversy arose, nor utilize any coercive or retaliatory measures to compel the other party to accede to its demands.

Article 15 – Grievance and Arbitration Procedures (Continued):

15.7 Warnings, disciplinary action or other derogatory information shall in no manner be used against an employee:

- a. After nine (9) months for the first offense;
- b. After two (2) years for the second occurrence of the same offense. There shall be no time limit for the third occurrence of the same offense.

15.8 The parties will discuss the location of the meeting so that the process is efficient and less time is spent in travel, but without hardship to the grievant or witnesses.

Article 16 Holidays

16.1 The Employer shall grant every full-time employee covered by this Agreement a full holiday with pay on each of the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day for Veteran's, (with proper documentation of veteran status; Department of Defense form 214), Thanksgiving Day, and Christmas; provided, however, that whenever any of these days shall fall on Sunday, the Employer shall grant every such employee a full holiday with pay on the following Monday. Employees shall not be required to make up said holiday. All hours of work performed on the above named holidays shall be paid at time and one-half the employee's regular hourly rate of pay, for all employees hired prior to April 18, 1988.

16.2A All employees hired on or after April 18, 1988 and prior to June 3, 1991 will receive two dollars and twenty-five (\$2.25) cents per hour premium for all hours worked on the above named holidays.

16.2B Employees hired on or after June 3, 1991 and prior to June 27, 2004, will receive a one dollar and fifty (\$1.50) cents per hour premium for Holiday hours worked.

16.2C Employees hired on or after June 27, 2004 and prior to June 25, 2010, will receive a seventy-five (75¢) cents per hour premium for Holiday hours worked.

16.2D Employees hired on or after June 25, 2010, will receive a fifty (\$.50) cents per hour premium for Holiday hours worked.

Employees scheduled to work night stocking on a holiday shall receive their holiday premium plus the thirty (30¢) cents night premium.

16.3 Full-time employees shall be scheduled by seniority from a sign-up list posted in each store. Part-time clerks and customer service clerks shall be scheduled by rotation within their respective classifications from a list of volunteers. The Sunday Volunteer Rotation List shall be applicable for Holidays. In the event that the Company is unable to obtain the necessary number of volunteers for each classification, then the Company shall have the right to schedule employees by inverse seniority within each classification.

16.4 When one (1) of the above holidays occur, full-time and part-time employees will be required to work all scheduled days during the Holiday period in order to receive holiday pay. The Holiday period is defined as the five (5) day period before the Holiday, the Holiday, and the day after

Article 16 – Holidays (Continued):

the Holiday. Any employee who works a part of the holiday period and then is absent due to proven illness shall also receive holiday pay. Permanent full-time night crew employees shall receive the night crew premium in their holiday pay. Holiday pay for full-time employees is eight (8) hours. Holiday pay for part-time employees is as described in Article 16.6.

Holiday pay benefits for full-time grocery, produce and bakery employees who are absent due to proven non-occupational or occupational disability will be paid for holidays in the following manner:

- * Eligible full-time employees who are off on disability will be paid for all holidays that occur during the first (1st) six (6) months following the month the disability commences.

16.5 During the week in which one of the following holidays occur: Memorial Day, Independence Day, Labor Day, Veteran's Day for Veteran's, (with proper documentation of veteran status; Department of Defense form 214), Thanksgiving, Christmas Day and New Years Day, the holiday work week shall be thirty-two (32) hours. All full-time employees shall be paid an additional eight (8) hours at straight time for these six holidays. On holiday weeks, any full-time employee working can volunteer to work a forty (40) hour week at straight time and will be paid for forty-eight (48) hours. If there are insufficient volunteers, employees will be compelled to work by inverse seniority within classification. Overtime at one and one-half (1½) times the straight time hourly rate of pay will not be paid in holiday weeks until the time actually worked exceeds forty hours.

16.6 Part-time employees who have completed six (6) months of employment from date of hire or last date of rehire shall be entitled to six (6) hours of holiday pay. Part-time employees working forty (40) hours in a holiday week shall be entitled to eight (8) hours of holiday pay. All employees hired after June 26, 1994 to be paid four (4) hours holiday pay and have a six (6) month wait prior to receiving this holiday benefit. Holiday pay benefits for part-time grocery, produce and bakery employees who are absent due to proven non-occupational or occupational disability will be paid for holidays in the following manner:

Eligible part-time employees who are off on disability will be paid for all holidays that occur during the first (1st) four (4) months following the month the disability commences.

Any part-time employees who miss a day or more in a holiday week do not receive holiday pay unless the absence is due to proven illness.

16.7 When any of the holidays specified in Paragraphs 16.1 above occurs during an employee's vacation, the employee shall be paid holiday pay in accordance with the applicable provisions of Paragraphs 16.4 and 16.6 above.

16.8 Employees will not be required to work past 6:30 p.m. on Christmas Eve or past 9:15 p.m. New Year's Eve.

16.9 Any employee on jury duty during the Holiday week will also receive the Holiday pay.

16.10A Employees shall be granted one (1) personal holiday with pay after five (5) years of continuous service and two (2) personal holidays with pay after ten (10) years of continuous service on the following basis:

Article 16 – Holidays (Continued):

1. By seniority and mutual agreement
2. Full-time employees shall receive eight (8) hours pay, part-time employees hired prior to June 26, 1994 shall receive six (6) hours pay and part time employees hired on or after June 26, 1994 shall receive four (4) hours pay for each personal holiday.
3. Personal days may be used as sick days.
4. Any leftover personal days which are not taken by December 31st may be scheduled by mutual agreement within the first quarter of the following year.

16.10B An employee after one (1) year of service may be granted personal holidays without pay on the following basis:

1. By seniority and mutual agreement
2. No more than two (2) personal holidays for full-time employees and one (1) personal day for part-time employees.

Article 17
Vacations

17.1 Full-time employees shall be eligible for vacation with pay as follows:

- One (1) week of vacation after one (1) year of continuous service
- Two (2) weeks of vacation after three (3) years of continuous service
- Three (3) weeks of vacation after seven (7) years of continuous service
- Four (4) weeks of vacation after twelve (12) years of continuous service
- Five (5) weeks of vacation after eighteen (18) years of continuous service
- Six (6) weeks of vacation after twenty-three (23) years of continuous service

Employees who receive three or more weeks of vacation as of June 25, 2007, who were hired prior to June 28, 2004, of this Agreement will maintain the above vacation schedule. Employees who receive two weeks of vacation or less as of June 25, 2007, who were hired prior to June 28, 2004, of this Agreement, will not receive a sixth week of vacation and will be entitled to a maximum of five weeks of vacation.

Employees hired on or after June 28, 2004, including new hires:

- One (1) week after one (1) year
- Two (2) weeks after three (3) years
- Three (3) weeks after seven (7) years
- Four (4) weeks after twelve (12) years (Effective 1/1/2015)

17.2 Part-time employees shall be granted a vacation subject to the same number of years of continuous service as pertain to full-time employees. Each week of vacation pay for a part-time employee shall be two percent (2%) of the employee's earnings during the preceding calendar year except for vacation pay for the first year of vacation entitlement which shall be calculated on the same basis for the first twelve (12) months of employment.

Article 17 – Vacations (Continued):

17.3 Selection of vacation dates shall be based on seniority. Except as provided herein, employees shall select their vacation dates on or before March 1st of each calendar year. The Company shall notify employees by April 1st of vacation schedules. Employees earning five (5) weeks of vacation or more will be required to select by January 2nd one (1) week of vacation (or five [5] single days) to be taken between January 1st and April 30th for which such employees will receive a \$50 Giant Eagle gift card. In addition, all employees who voluntarily select by January 2nd and take one (1) week of vacation (or five [5] single days) between January 1st and April 30th will receive a \$25 Giant Eagle gift card for each week taken.

17.4 Vacations are not cumulative and employees entitled to a vacation must take the time off for this purpose within each calendar year.

17.5 Vacation pay for the entire period of vacation shall be paid at the same time the employee goes on vacation and shall be paid at the employee's regular hourly rate of pay in accordance with Paragraph 17.1 and 17.2 above. Permanent full-time night crew employees shall receive the night crew premium in their vacation pay during the period of time they are permanent full-time night crew employees.

17.6 When any of the holidays specified in Article 16, Paragraphs 16.1 and 16.5 occurs during an employee's vacation, the employee shall be paid holiday pay in accordance with the applicable provisions of Paragraphs 16.4 and 16.6 of Article 16, in addition to the vacation pay.

17.7 After qualifying for the first, second, third, fourth, fifth or sixth weeks of vacation, the following January 1st and every January 1st thereafter shall be the date the employees become eligible to use the following year's vacation, provided that the employee does not engage in wrongful misconduct, as defined in Section 17.14. Vacations may be taken between January 1st and December 31st of each year. Employees qualifying for vacation or additional vacation weeks during the months of November and December shall take those weeks in January or February of the following year.

17.8 Employees who have completed one (1) or more years of continuous service and who are laid off due to lack of work, shall be eligible for vacation as specified in Paragraphs 17.1 and 17.2 above.

17.9 The Company reserves the right not to schedule a period of vacation exceeding two (2) consecutive weeks during the prime vacation months, i.e., June, July and August, with any remaining vacation to be scheduled at another time.

17.10 Employees who return from military service prior to October 1st of any year shall receive the full vacation allowance to which their length of service, including the time in the military, entitles them that calendar year in accordance with Paragraph 17.1 of this Article. Employees who return from military service after October 1st of any year shall not qualify for any vacation allowance that calendar year.

17.11 Years of service for vacations shall be determined by date of hire or rehire, rather than revised date.

17.12 Employees with three (3) or more years of continuous service may elect to split one (1) week of their vacation entitlement. Employees with five (5) or more weeks of vacation may split up to three (3) weeks of their vacation entitlement on the following basis:

Article 17 – Vacations (Continued):

- A. Must take either one (1) or two (2) days.
- B. Cannot take split vacation days in a week in which another employee of the same classification has selected or taken vacation.
- C. Regularly assigned employees must give notice to the Store Team Leader by Tuesday noon of the week preceding the vacation day.
- D. Split vacation days cannot be taken within seven (7) consecutive calendar days preceding Thanksgiving, Christmas, Easter and Fourth of July.
- E. Any left over days from split vacation weeks which are not taken by November 8th will be scheduled by mutual agreement prior to March 1st of the following year.

17.13 Employees receiving workers' compensation payments will not also receive vacation pay for the same period of time, except that the employee will be entitled to take his or her vacation at some other period of time during the year. Also, if an employee who is on compensable disability is unable to take his or her scheduled vacation within the calendar year, he or she is entitled to take that time during the month of January the following year. In the event that the employee does not return from disability prior to the end of January of the following year, the employee shall be paid in lieu of the vacation to which he or she was entitled.

17.14 An employee shall forfeit his/her right to any unused vacation pay and personal days pay if discharged for wrongful misconduct. For purposes of this provision only, wrongful misconduct includes: (1) theft, and (2) malicious destruction of Company property. It is understood that the meaning of the term "theft" includes: (1) violation of the Company's Employee Purchase Policy, (2) coupon stuffing, and (3) deliberate underrings of the register.

17.15 An active employee reclassified and/or transferred from one bargaining unit or seniority unit to another will receive credit based on their original date of hire, or rehire, rather than revised date for purposes of vacations.

17.16 The Company will make every effort to give employees the option of the Saturday before their vacation as a scheduled day off.

17.17 Vacation During Holiday Weeks:

- A. For Assistant Team Leaders and Leads, in addition to 17.12D, the Company has the right to block out the week of, or the week prior to, Fourth of July, Christmas, and Thanksgiving.
- B. During the weeks preceding, or the week of, Fourth of July, Christmas, and Thanksgiving, and/or in Traditional and Small Market stores, or in stores with less than a total of five (5) bakers and cake decorators, based upon business needs only one Baker or Decorator or counter clerk vacation may be permitted to be scheduled off per week.
- C. The Company will notify the Union each year which holiday week - the week of the holiday or the week preceding the holiday has been selected for each holiday.

Article 17 – Vacations (Continued):

17.18 Prorated Vacation for Retirees

Employees that retire pursuant to the provisions of the Pension Plan set forth in Article 25 shall be paid a pro rata vacation for the time worked in the current calendar year. This shall be in addition to the vacation they had earned for the previous year.

Such pro rata vacation shall be paid as follows:

<u>Retirement During the Following Months</u>	<u>Amount of Vacation Pay For Current Year</u>
January 1 through March 31	25%
April 1 through June 30	50%
July 1 through September 30	75%
October 1 through December 31	100%

Article 18
Health and Welfare Benefits

18.1 The Company shall participate in and contribute to the UFCW, Local 23 and Employers Health Fund.

18.2 The Company shall be bound by and assents to all terms of the Agreement and Declaration of Trust of the UFCW, Local 23 and Employers Health Fund first created October 1, 1968, last restated and effective October 10, 1985, and any amendments thereto.

18.3(a) Full-time employees who are hired to work forty (40) hours (or more) per week shall be eligible for contributions and family benefits on the first (1st) day of the month following sixty (60) days from the employee's date of hire.

(b) Part-time employees, or variable hour employees who work sixteen (16) hours or more per week shall be eligible for contributions and employee only benefits effective the sooner of the first (1st) of the month following twelve (12) months of continuous service, or the first (1st) of the month following sixty (60) days of continuous service after completing one thousand two hundred (1,200) hours worked, whichever the employee reaches first.

(c) Any part-time employee, or variable hour employee, who averages thirty (30) hours per week or more over the measurement period, shall be eligible for applicable contributions and employee only benefits, with the option to purchase dependent coverage, effective the first (1st) day of the month following sixty (60) days after the measurement period.

18.4 The following employees are not eligible for Health Benefits:

- (A) Part-time employees who are students who were not covered prior to January 1, 1981;
- (B) Part-time employees who are students who are hired on and after January 1, 1981;

Article 18 - Health and Welfare Benefits (Continued):

- (C) Employees who are reclassified on and after March 22, 1981, from Customer Service Clerk to part-time who are students;
- (D) Part-time employees who work for another employer or self employed if:
 - (1) he/she restricts in any way his/her availability to be scheduled to work at Giant Eagle due to his/her other job or self employment;
or
 - (2) he/she holds a regular full-time job. (Forty (40) hours per week Monday through Sunday)
 - (i) The Company agrees that it will not change part-time employees' regular schedule with the intent to deprive them of any benefits provided here under.
 - (ii) In the event that a controversy arises concerning part-time employees' entitlement to benefits, prior to the termination of benefits, the Company and the Union will meet to attempt to resolve the matter.
- (E) Employees who are classified as Customer Service Clerk
- (F) An employee who voluntarily limits their hours so that they work less than sixty-four (64) hours in a four (4) week month or eighty (80) hours in a five (5) week month are not eligible for contributions and benefits in the following month.
- (G) Part-time employees working on average less than sixteen (16) hours per week will not be eligible for benefits.

18.5 Health benefits provided through the Company's contributions to the UFCW, Local 23 and Employers Health Fund are:

(A) (B) For eligible full-time employees hired prior to January 1, 1981, and for eligible full-time employees hired prior to January 1, 1981, but promoted from CSC after March 22, 1981, and their eligible dependents:

Hospital/Medical Benefits (Effective October 1, 2014; BNG Plan)
(Effective January 1, 2015, employees in High Option 100% Plan will move to the 80/60 BNG Plan)
Dental Benefits
Vision Care Benefits

For eligible full-time employees:

Life Insurance (Effective July 1, 2014, increase to \$10,000)
Accidental Death and Dismemberment Insurance (Effective July 1, 2014, increase to \$10,000)

Article 18 - Health and Welfare Benefits (Continued):

(C) Full-time employees hired on or after January 1, 1981, and their eligible dependents to receive the following health benefits:

- Hospital/Medical Benefits (Effective October 1, 2014; BNG Plan)
- Dental Benefits
- Vision Care Benefits

For the eligible full-time employees:

- Life Insurance (Effective July 1, 2014, increase to \$5,000)
- Accidental Death and Dismemberment Insurance (Effective July 1, 2014, increase to \$5,000)

(D) For eligible part-time employees hired prior to January 1, 1981, except employees who are excluded in Paragraph 18.4 above:

- Hospital/ Medical Benefits (Effective October 1, 2014; BNG Plan)
- Dental Benefits
- Vision Care Benefits
- Life Insurance (Effective July 1, 2014, increase to \$5,000)
- Accidental Death and Dismemberment Insurance (Effective July 1, 2014, increase to \$5,000)

(E) For eligible part-time employees hired on or after January 1, 1981 and prior to June 26, 1994, except employees who are excluded in Paragraph 18.4 above:

- Hospital/ Medical Benefits (Effective October 1, 2014; BNG Plan)
- Dental Benefits
- Vision Care Benefits
- Life Insurance (Effective July 1, 2014, increase to \$2,000)
- Accidental Death and Dismemberment Insurance (Effective July 1, 2014, increase to \$2,000)

(F) For eligible part-time employees hired on and after June 26, 1994 and prior to June 27, 2004, except employees who are in excluded in paragraph 18.4 above:

- Hospital/Medical Benefits (Effective October 1, 2014; BNG Plan)
- Dental Benefits
- Vision Care Benefits
- Life Insurance (Effective July 1, 2014, increase to \$2,000)
- Accidental Death and Dismemberment Insurance (Effective July 1, 2014, increase to \$2,000)

(G) For eligible part-time employees hired on and after June 27, 2004, except employees who are in excluded in paragraph 18.4 above:

- Hospital/Medical Benefits (Effective October 1, 2014; DNG Plan)
- Dental Benefits
- Vision Care Benefits
- Life Insurance (Effective July 1, 2014, increase to \$2,000)
- Accidental Death and Dismemberment Insurance (Effective July 1, 2014, increase to \$2,000)

Article 18 - Health and Welfare Benefits (Continued):

(H) After completion of twenty-four (24) months continuous service all eligible part-time employees hired on and after June 27, 2004, to receive the following increase in benefits:

Hospital/Medical Benefits (Effective October 1, 2014; CNG Plan)

(I) After completion of forty-eight (48) months continuous service all eligible part-time employees hired on and after June 27, 2004 receive the following increase in benefits:

Hospital/Medical Benefits (Effective October 1, 2014; BNG Plan)

18.6 When an employee is injured or disabled while performing duties for the Company and the employee is unable to complete the scheduled number of hours of work that day, the Company shall pay such employee the number of hours scheduled to work the day of the accident.

18.7 The amount of monthly contributions for each eligible employee shall be:

	<u>Full-Time Hired Prior to 1-1-81</u>	<u>Full-Time Hired On and After 1-1-81</u>	<u>To 1-1-81, but Promoted From CSC After 3/22/81</u>
	(High Option)		
07/1/2014	\$953.75	\$748.50	\$759.75
10/1/2014	\$953.75	\$774.25	\$785.25
01/1/2015	\$785.25	\$774.25	\$785.25

	(80/20 Plan)		
07/1/2014	\$785.25		

	<u>Part-Time Employees Hired Prior to 1-1-81</u>	<u>Part-Time Employees Hired On and After 1-1-81 and Prior to 6/26/94</u>
07/1/2014	\$386.75	\$381.25
10/1/2014	\$387.00	\$381.50

	<u>Part-Time Employees Hired On And After 6-29-94 And Prior To 6-27-04</u>
07/1/2014	\$381.25
10/1/2014	\$381.50

Article 18 - Health and Welfare Benefits (Continued):

PART-TIME EMPLOYEES HIRED ON AND AFTER 6-27-04

	<u>After 12 Months Service</u>	<u>After 24 Months Service</u>
07/1/2014	\$ 19.25	\$283.50
10/1/2014	\$270.25	\$284.25
 <u>After 48 Months of Service</u>		
07/1/2014	\$381.25	
10/1/2014	\$381.50	

18.8 The Company agrees to pay the correct rate and make increased contributions:

- Effective October 1, 2014 with an 8% cap per year, calculated on a rolling basis.
- Effective October 1, 2015 with an 8% cap per year, calculated on a rolling basis.
- Effective October 1, 2016 with an 8% cap per year, calculated on a rolling basis.
- Effective October 1, 2017 with an 8% cap per year, calculated on a rolling basis.

If the amounts required to be paid to maintain the current level of benefits are less than the amount agreed to in the Contract, the Company shall have the right to pay the lesser amount to maintain the current level of benefits.

18.9 Contributions shall be payable to the UFCW, Local 23 and Employers Health Fund no later than the tenth (10th) day of each month for the current month of benefits based on the status of each eligible employee on the first (1st) day of each month.

18.10 When an employee is reclassified to an eligible employee classification, the applicable contributions and benefits shall apply the first (1st) day of the month following such reclassification, provided the employee has completed the service requirements from date of hire for contributions and benefits coverage as specified herein. All employees reclassified from Customer Service Clerk to part-time on and after March 22, 1981, shall be eligible for contributions and benefits applicable to part-time employees hired on and after January 1, 1981.

18.11A Full-time employees--non-occupational disability--end of sixth (6th) month following the month in which the disability commences.

18.11B Part-time employees--non-occupational disability--end of fourth (4th) month following the month in which the disability commences.

18.11C Full-time employees--occupational disability--end of twelfth (12th) month following the month in which the disability commences.

18.11D Part-time employees--occupational disability--end of third (3rd) month following the month in which the disability commences.

18.11E Full-time and part-time employees--lay-off--end of third (3rd) month following the month in which the lay-off commences.

Article 18 - Health and Welfare Benefits (Continued):

18.11F Full-time and part-time employees--personal leave of absence--end of one (1) month following the month in which the personal leave of absence commences.

18.11G Full-time and part-time employees--termination of employment and military leaves of absence--end of month in which the termination of employment occurs or the military leave of absence commences.

18.11H For employees hired after June 27, 2004, at the end of the month the occupational disability, non-occupational disability, any type of leave, layoff or termination occurs.

18.11I. When contributions and benefits cease and the employee returns to work from disability, lay-off or leave of absence, the applicable contributions and benefits commence the first (1st) day of the month following the employee's return to work.

18.12 During the life of this Agreement, should any material change to the Affordable Care Act (ACA) or related legislation require that any changes be made to the negotiated health benefits, the parties will meet to attempt to negotiate the effects of the change with the objective of sharing in any increased costs. If the parties are unable to reach an agreement concerning the necessary changes, the Union will have the right to strike and the Company will have the right to implement the changes.

18.13 Annual Wellness Exam and Biometric Screenings

The parties agree that the Trustees may take any action necessary to implement the following Wellness Program. Until that time, an independent wellness administrator will administer the following Wellness program, to include a wellness profile if required by the administrator. In compliance with applicable privacy laws, any personally identifying health information resulting from the biometric screening or wellness exam or wellness profile (if required) will not be shared with Giant Eagle.

To assist employees in increasing their quality of life through healthier choices and reduce medical expenses, employees may elect to complete the following steps during the time period of July through September each year:

(A) In 2015 for 2016, complete the free annual wellness exam, offered through the UFCW, Local 23 Health Fund or free biometric screening at a Giant Eagle Location;

(B) In 2016 for 2017, complete the free annual wellness exam, offered through the UFCW, Local 23 Health Fund and a free biometric screening;

(C) In 2017 for 2018, complete the free annual wellness exam and biometric screening, and

1. Be under the care of a Physician and comply with their prescribed treatment or health improvement plan, in order to attempt to meet three (3) of the health targets listed in #3 below,

OR

2. Complete a health improvement program in order to attempt to meet three (3) of the health targets listed in #3 below.

Article 18 - Health and Welfare Benefits (Continued):

- Examples of health improvement programs include, but are not limited to:
 - Individual nutrition counseling
 - Naturally Slim
 - MyoFitness Wellness Coaching
 - Telephonic Health Coaching
 - In-person Tobacco Cessation Class
 - Telephonic Tobacco Cessation Coaching

OR

3. Meet three (3) out of six (6) ideal health targets: (i) Tobacco free, (ii) BMI*, (iii) Triglycerides*, (iv) LDL Cholesterol*, (v) Glucose*, (vi) and Blood pressure*.

* Biometric targets as established by the National Institute of Health Screening Recommendations.

(D) For employees who choose not to complete the above steps, the Company will charge a weekly contribution and such employees will also be subject to higher deductibles (listed in #4).

4. Consequences for failure to comply with (A), (B), or (C) listed above:

- (a) For Full-time employees:

<u>80/60 Plan</u>	<u>In-Network</u>	<u>Out of Network</u>
Deductibles:	\$300 Individual/\$900 Family	\$900 Individual/\$2,700 Family

- (b) For part-time employees with forty-eight (48) months of service:

<u>80/60 Plan</u>	<u>In-Network</u>	<u>Out of Network</u>
Deductibles:	\$300 Individual/\$900 Family	\$900 Individual/\$2,700 Family

- (c) For part-time employees with twenty-four (24) months of service but less than forty-eight (48) months of service:

<u>70/50 Plan</u>	<u>In-Network</u>	<u>Out of Network</u>
Deductibles:	\$1,000 Individual/\$3,000 Family	\$2,000 Individual/\$6,000 Family

Article 18 - Health and Welfare Benefits (Continued):

(d) For part-time employees with twelve hundred (1,200) hours or twelve (12) months of service but less than twenty-four (24) months of service:

<u>New 70% Plan</u>	<u>In-Network</u>	<u>Out of Network</u>
Deductibles:	\$1,500 Individual/\$4,000 Family	\$3,000 Individual/\$8,000 Family

(e) Weekly contributions:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Full-time	\$0	\$5.00	\$7.50	\$10.00
Part-time	\$0	\$2.50	\$3.75	\$5.00

Article 19
Disability and Prescription

19.1 The Company will administer and pay prescription coverage and non-occupational disability coverage, as set forth below. The Company has the option to return the administration of these benefits to the Local 23 Fund at the then prevailing contribution rates. If this occurs, the Company agrees to return the disability coverage waiting period for full-time hired prior to January 1, 1981 to three days.

19.2 The Non-Occupational Disability Benefits are as follows:

19.2A Non-occupational disability benefits for full-time employees, hired prior to January 1, 1981, shall be paid up to a maximum of twenty-six (26) weeks for each period of disability to be paid at 66 2/3% of basic weekly earnings, excluding overtime pay, not to exceed two hundred and twenty-five (\$225.00) dollars each week for the first six (6) weeks and not to exceed two hundred and thirty-five (\$235.00) dollars for each week for the next twenty (20) weeks. For each illness there is a seven (7) day waiting period and payment of non-occupational disability benefits shall begin on the eighth (8th) day as certified by the employee's doctor. If the absence is due to an accident, surgery or if the employee is hospitalized as an inpatient any time during the seven (7) day waiting period, payment of non-occupational disability shall begin on the first (1st) day of the accident, surgery or on the first (1st) day of hospital confinement as certified by the employee's doctor.

19.2B Non-occupational disability benefits for full-time employees hired on and after January 1, 1981, shall be paid up to a maximum of thirteen (13) weeks for each period of disability to be paid at eighty-five (\$85.00) dollars each week. Effective July 1, 2014, non-occupational disability benefits for full-time employees hired on and after January 1, 1981, shall be paid up to a maximum of thirteen (13) weeks for each period of disability to be paid at one-hundred (\$100.00) dollars each week. For eligible part-time employees hired prior to January 1, 1981, up to a maximum of thirteen (13) weeks for each period of disability, to be paid at one hundred and twenty (\$120.00) dollars each week. For each illness there is a seven (7) day waiting period and payment of non-occupational disability benefits shall begin on the eighth (8th) day as certified by the employee's doctor. If the absence is due to an accident, surgery or hospitalization, payment of non-occupational disability benefits shall begin on the first (1st) day of the disability as certified by the employee's doctor.

Article 19 – Disability and Prescription (Continued):

19.2C Non-occupational disability benefits for eligible part-time employees hired after January 1, 1981, with five (5) or more years of continuous service shall be paid up to a maximum of thirteen (13) weeks for each period of disability to be paid at sixty (\$60.00) dollars per week. Effective July 1, 2014, non-occupational disability benefits for eligible part-time employees hired after January 1, 1981, with four (4) or more years of continuous service shall be paid up to a maximum of thirteen (13) weeks for each period of disability to be paid at one-hundred (\$100.00) dollars per week. For each illness there is a seven (7) day waiting period and payment of non-occupational disability benefits shall begin on the eighth (8th) day as certified by the employee's doctor. If the absence is due to an accident, surgery or hospitalization, payment of non-occupational disability benefits shall begin on the first (1st) day of the disability as certified by the employee's doctor.

19.3 To receive payment of non-occupational disability benefits, The Giant Eagle Leave Certification Claim Form satisfactorily completed by the employee's doctor certifying disability, must be submitted to the Giant Eagle, Inc. Disability Claims Office in support of the employee's claim for non-occupational disability benefits. When an employee is off work due to an extended non-occupational disability of more than four (4) weeks, The Giant Eagle Recertification Form satisfactorily completed by the employee's doctor recertifying disability must be submitted once every four (4) weeks to the Giant Eagle, Inc. Disability Claims Office.

19.4 An employee entitled to receive non-occupational disability benefits must be unable to perform the duties of the position with the Company and must be unable to perform work for any other employer that the employee was working for at the time of the accident or at the beginning of the illness.

19.5 During the period of time an employee is receiving non-occupational disability benefits, a leave of absence shall not be required, but the Company must be notified as soon as possible.

19.6 If an eligible employee's Worker's Compensation claim is denied by the Worker's Compensation Insurance Carrier and the doctor certifies that the injury or disability was not work incurred, the applicable non-occupational disability benefits will apply.

19.7 Giant Eagle Markets will administer prescription coverage for the following employees:

- A. For eligible full-time employees and their eligible dependents.
- B. For eligible part-time employees, except employees who are excluded in Paragraph 18.4.

Article 19 – Disability and Prescription (Continued):

Pharmacy benefit is:

Acute drugs (up to a thirty [30] day supply):

		<u>Employee pays</u>	<u>Maximum payment</u>				
			<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Generic	30%		\$30	\$35	\$35	\$35	\$35
Name brand formulary	30%		\$30	\$35	\$35	\$35	\$35
Name brand	40%		\$30	\$40	\$40	\$40	\$40
Specialty drugs	40%		\$30	\$75	\$75	\$75	\$75
Brand drugs where there is a generic substitute	30% of the generic cost + the difference between the generic cost and the brand cost.*	\$30			No Maximum		

*There is no cap on the employee payment for brand drugs where there is a generic substitute unless the Prescription Administrator approves the Prescription Claim appeal. If the appeal is approved, the maximum payment will be based on the appropriate Brand category above.

Maintenance Drugs (up to a ninety [90] day supply)

		<u>Employee pays</u>	<u>Maximum payment</u>				
			<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Generic	20%		\$20	\$25	\$25	\$25	\$25
Name brand formulary	20%		\$20	\$25	\$25	\$25	\$25
Name brand	30%		\$20	\$30	\$30	\$30	\$30
Specialty drugs	40%		\$20	\$40	\$40	\$40	\$40
Brand drugs where there is a generic substitute	20% of the generic cost + the difference between the generic cost and the brand cost.*	\$20			No Maximum		

*There is no cap on the employee payment for brand drugs where there is a generic substitute unless the Prescription Administrator approves the Prescription Claim appeal. If the appeal is approved, the maximum payment will be based on the appropriate Brand category above.

Eligible employees waiting period to be six (6) months for eligible full-time employees and twelve (12) months for eligible part-time employees.

19.8 Prescriptions must be filled at Giant Eagle pharmacies.

19.9 The prescription plan will be a mandatory generic plan on the following basis:

That all generic drugs which the Company considers to be generic have been approved by the Food and Drug Administration.

Article 19 – Disability and Prescription (Continued):

In order to qualify for a brand drug to be “medically necessary” when there is a generic available, the doctor must provide a statement to support the medical necessity of the brand drug, and a Prescription Claim Appeal Form must be submitted to and approved by the Pharmacy Administrator.

19.10 The Company agrees to parallel their Summary Plan Description as much as practicable with Local 23’s Summary Plan Description that is in effect currently and as may be changed in the future, except the Local 23 Health Fund will determine whether any new drugs should be added to Giant Eagle’s prescription plan. Giant Eagle’s Pharmacy Benefit Team Leader, (currently Express Scripts) will determine which drugs are considered maintenance drugs. Formal notice of any changes will be provided immediately, following the Trustees making any improvements or deletions, by the Local 23 Employers Fund Administrator to Giant Eagle’s Personnel and Labor Relations Department and Benefits Department. The Trustees cannot affect the employee/participant reimbursement rates set forth above.

Article 20
Legal Benefits

20.1 The Company shall participate in and contribute to the UFCW, Local 23 and Employers Legal Fund.

20.2 The Company shall be bound by and assents to all terms of the Agreement and Declaration of Trust of the UFCW, Local 23 and Employers Legal Fund first created November 1, 1973, last restated and effective January 1, 1986, and any amendments thereto.

20.3 The Company shall continue to contribute eight (\$.08) cents per hour for all regular hours worked up to a maximum of forty (40) hours per week, for each eligible full-time and part-time employee, except Customer Service Employees. This contribution rate shall continue for the life of the contract, unless less money is needed to maintain the current level of benefits.

20.4 For employees hired after June 27, 2004 there shall be a two year wait for legal benefits.

20.5 When an employee is reclassified from Customer Service to an eligible employee classification, contributions and benefits shall commence effective the date of reclassification, provided the employee has completed the service requirements from date of hire, or last date of rehire for contributions and benefits coverage as specified herein.

20.6 The Company shall forward such contributions to the UFCW, Local 23 and Employers Legal Fund indicating the hours paid on behalf of each employee no later than the fifteenth (15th) day following the last payroll period of each month.

Article 21
Death in Immediate Family

21.1 In the event of a death in the immediate family of a full-time employee, said employee shall be allowed five (5) days with pay, not including the employee's regular day off. The immediate family shall mean father, father-in-law, mother, mother-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, step-parents, brother, sister and of the employee, grandparents, step-grandparents, grandchildren, and great grandparents of both the employee and spouse, and any other relative who normally resided in the same household with the employee.

Article 21 - Death in Immediate Family (Continued):

21.2 In the event of a death in the immediate family of a part-time employee, said employee shall be allowed five (5) days off work. Part-time employees shall be paid only for the number of hours he or she would normally have been scheduled to work during the five (5) day period.

21.3 In the event of a death of an employee's sister-in-law or brother-in-law, the employee shall be allowed two (2) days off with pay, if they were scheduled.

21.4 If a death in the immediate family occurs during an employee's vacation, the employee may reschedule their affected vacation on a daily basis later that calendar year.

21.5 This Article shall not apply whenever the employee is absent from work due to extended illness.

Article 22

Jury Duty

22.1 The Company shall pay all employees called to jury duty the difference between their regular wages and jury pay. To qualify for this payment, the employee must inform the employer of their call to jury duty within three (3) days after receipt of such notice. Employees on jury duty, except grand jury duty, shall have Saturday as their scheduled day off in the week in which they are scheduled on jury duty provided that notice of jury duty is given as soon as practical.

22.2 Employees on jury duty, who are released from jury duty prior to the end of the work week, shall call the Store Team Leader or the Assistant Store Team Leader for assignment. For purposes of this Article, the employee's scheduled day off shall be Saturday.

22.3 Any employee on jury duty during a holiday week shall also receive holiday pay in accordance with Article 16.

22.4 If an employee is called to jury duty during an employee's vacation, the employee may reschedule their affected vacation on a daily basis later that calendar year.

Article 23

Leaves of Absence

23.1 Personal leaves of absence (without pay), beyond regular vacation to which an employee is entitled, shall be granted to all employees for good and sufficient reason. A personal leave of absence shall not be denied because an employee has vacation due. Personal leaves shall be granted on the following basis:

Length of Service

one up to three years
three up to five years
over five years

Leave of Absence

up to two (2) months
up to four (4) months
up to six (6) months

Additional periods of leaves of absence shall be granted at the discretion of the Company with notification to the Union.

Article 23 – Leaves of Absence (Continued):

23.2 In cases due to physical complications and illness, leaves of absence may be extended for a further period of disability upon receipt by the Company of a written request from the employee for an extension together with a certificate from the employee's physician stating that the extension is necessary and specifying the current physical condition of the employee.

23.3 An employee ill on a continuous basis can receive consideration for extension of an illness leave of absence for a maximum period of one (1) year from date of the inception of the illness or the date of the accident.

23.4 Prior to returning to work from a leave of absence for reasons of illness, the employee's physician must certify to the Company that the employee is able to return to the full duties of his or her position. In addition, the employee shall notify the Company of his or her intention to return to work from leave of absence the Wednesday prior to the week of his or her anticipated return. The employee may return to work before the full period of the leave of absence has expired provided the foregoing provisions of this paragraph have been complied with.

23.5 A leave of absence for reasons other than as specified in this Article will be considered upon receipt by the Company of a written request from the employee specifying the reasons in detail, including the proposed time necessary up to a maximum of one hundred eighty (180) days. If the reason for requesting such leave of absence is illness in the family, a detailed doctor's certificate shall be submitted specifying the physical condition of the member of the family, the length of current illness to date, and anticipated time for recovery. If there are any questions with regard to a particular case, it shall be discussed with representatives of the Union, and if agreed to by both parties, shall be granted. An extension of leave under this provision will not be considered unless there are serious or highly unusual circumstances.

23.6 A leave of absence granted in accordance with Paragraph 23.5 above shall have the following effect on the employee's vacation pay: Leaves totaling less than ninety (90) days in any calendar year shall not affect vacation. Any type of leaves totaling more than ninety (90) days in a calendar year shall have the following effect upon vacation earned in that year: Leaves of more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one-quarter (1/4); leaves of more than one hundred eighty (180) days, but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one-half (1/2); leaves of more than two hundred seventy (270) days shall disqualify for vacation.

23.7 Leaves of absence will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, venture into business for himself, or become a full-time student.

23.8A Pregnancy and childbirth leaves of absence shall be treated in the same manner as medical leaves of absences, and shall extend until certification of return to work is made by the attending physician, or where eligible, at the end of authorized FMLA for birth or adoption of a baby. In addition, in special circumstances leaves may be extended by requesting an additional personal leave of absence pursuant to Article 23.

23.8B All requests for leave and the terms of such leaves will be administered in compliance with the PDA, Title VII, the ADA, the FMLA and any other applicable law.

Article 23 – Leaves of Absence (Continued):

23.9 The Company agrees to comply with the terms of the Family and Medical Leave Act of 1993, as amended. For purposes of the Employer's compliance, FMLA leave will run concurrently with contractual leave and benefits. However, no benefits or terms of the Agreement will be reduced by complying with the terms of the Family and Medical Leave Act.

Article 24 Military Service

24.1 The Employer agrees to abide by the Selective Service Act and amendments thereto.

24.2A If an apprentice is called into service, on his or her return, he or she shall retain their seniority but he or she must serve the balance of his or her apprenticeship.

24.2B Any employee on summer encampment will not be compelled to accept their time as his or her vacation.

24.2C An employee called to active duty with a Federal Military Reserve Unit or National Guard who is activated because of a local emergency within a four hundred (400) mile radius of Pittsburgh, Pennsylvania, and who was a member prior to the emergency, shall be paid the difference between the wage such employee would have received had he been working for the Company during such emergency (up to forty (40) hours) and the pay received for such active duty for a period of one (1) month.

24.3 When an employee is ordered to report for a pre-induction physical, the employee shall be paid for the day of the physical based on the number of hours the employee would have been scheduled to work that day. To qualify for payment in accordance with the provisions of this paragraph the employee shall show his official notice to report for such pre-induction physical to the Store Team Leader.

Article 25 Pension Plan

The Company agrees to contribute to United Food and Commercial Workers Union, Local 23 Giant Eagle Pension Fund the amount that it is currently contributing on behalf of its eligible employees for the life of the contract.

25.1A The Company agrees to contribute sixty-four (64¢) cents to the United Food and Commercial Workers International Union, Local 23, and Giant Eagle Pension Fund for all hours worked, for the life of the Contract for each full-time, regular, and part-time employee hired prior to January 1, 1981, or promoted from Customer Service Clerk prior to March 22, 1981, who is a member of Local 23, except as set forth in 25.6. Effective July 1, 2007, the Company agrees to contribute a seventeen (17¢) cents per hour supplemental contribution for a total of eighty-one (81¢) cents to the United Food and Commercial Workers International Union, Local 23, and Giant Eagle Pension Fund for all hours worked, for the life of the Contract, unless less is necessary, for each full-time, regular, and part-time employee hired prior to January 1, 1981, or promoted from Customer Service Clerk prior to March 22, 1981, who is a member of Local 23, except as set forth in 25.6. Effective July 1, 2010, the Company agrees to contribute an additional forty-three (43¢) cents per hour supplemental contribution for a total of one dollar and twenty-four cents (\$1.24) to the United Food and Commercial Workers International Union, Local 23, and Giant Eagle Pension Fund for all hours worked, for the life of the Contract, unless less is necessary for each full-time, regular, and part-time employee hired prior to

Article 25 – Pension Plan (Continued):

January 1, 1981, or promoted from Customer Service Clerk prior to March 22, 1981, who is a member of Local 23, except as set forth in 25.6.

25.1B For full-time or part-time employees hired between January 1, 1981, or promoted from the Customer Service Clerk classification between March 22, 1981, and December 22, 1983: The Company agrees to contribute thirty-four (34¢) per hour for all hours worked for full-time employees for the life of the Contract and fifteen (15¢) per hour for all hours worked for part-time employees for the life of the Contract. Effective July 1, 2007, the Company agrees to contribute for full-time or part-time employees hired between January 1, 1981, or promoted from the Customer Service Clerk classification between March 22, 1981, and December 22, 1983: an additional seventeen (17¢) cents per hour supplemental contribution for a total of Fifty-one (51¢) per hour for all hours worked for full-time employees, unless less is necessary for the life of the Contract and thirty-two (32¢) per hour, unless less is necessary for all hours worked for part-time employees for the life of the Contract. Effective July 1, 2010, the Company agrees to contribute an additional forty-three (43¢) cents per hour supplemental contribution for all hours worked for a total of ninety-four (94¢) cents per hour for full-time employees and seventy-five (75¢) per hour for part time employees, unless less is necessary, for the life of the Contract, for full-time or part-time employees hired between January 1, 1981, or promoted from the Customer Service Clerk classification between March 22, 1981, and December 22, 1983.

25.1C Eligible full-time and part-time employees hired after December 22, 1983, and prior to June 3, 1991: The Company agrees to contribute fifteen (15¢) cents per hour for all hours worked for each eligible employee with twenty-four (24) months of continuous service for the life of the Contract. Effective July 1, 2007, the Company agrees to contribute for eligible full-time and part-time employees hired after December 22, 1983, and prior to June 3, 1991: an additional seventeen (17¢) per hour supplemental contribution for a total of thirty-two (32¢) cents per hour for all hours worked for each eligible employee with twenty-four (24) months of continuous service for the life of the Contract, unless less is necessary. Effective July 1, 2010, the Company agrees to contribute an additional forty-three (43¢) cents per hour supplemental contribution for a total of seventy-five (75¢) cents per hour to the United Food and Commercial Workers International Union, Local 23, and Giant Eagle Pension Fund, for all hours worked, for the life of the contract, unless less is necessary, for eligible full-time and part-time employee hired after December 22, 1983, and prior to June 3, 1991 with twenty-four (24) months of continuous service for the life of the Contract.

25.1D All employees hired on or after June 3, 1991: The Company agrees to contribute ten (10¢) cents per hour for all hours worked for each eligible employee with twenty-four (24) months of continuous service for the life of the Contract. Effective July 1, 2007, the Company agrees to contribute for all eligible employees hired on or after June 3, 1991, seventeen (17¢) cents per hour supplemental contribution, unless less is necessary for a total of twenty-seven (27¢) per hour for all hours worked for each eligible employee with twenty-four (24) months of continuous service for the life of the Contract. Effective July 1, 2010, the Company agrees to contribute an additional forty-three (43¢) cents per hour supplemental contribution, unless less is necessary, for all hours worked for a total contribution of seventy (70¢) per hour for all hours worked, for each eligible employee with twenty-four (24) months of continuous service for the life of the Contract.

25.1E The actual number of hours contributed for shall not exceed forty (40) hours in any one (1) week. Contributions shall be made for holiday hours and vacation hours, subject to forty (40) hours per week maximum, and further subject to an annual maximum of two-thousand (2,000) contributory hours per employee.

Article 25 – Pension Plan (Continued):

25.2 The purpose of the aforesaid Pension Plan and contributions is to provide such benefits as the available money will buy under an actuarially sound plan.

25.3 The Pension Plan established shall qualify at all times under the applicable provisions of the Internal Revenue Code so as to insure that the Company's contributions will and shall be subject in all respects to the provisions of the Labor-Management Relations Act of 1947 and any other applicable laws or regulations, including the Employee Retirement Income Security Act of 1974.

25.4 In the event the Union shall advise the Company that the Union desires to include a self-contributing feature for all members of said Plan, with proportionate benefits thereunder, and that such change has been filed with and approved by the applicable agency or agencies of the Federal Government if required by applicable law, the Company, upon being furnished with written authorization from an employee, agrees to deduct from such employee's wages or earnings such amounts as shall be stipulated by the employees and shall forward same to the Trustees of the Fund.

25.5 The Company agrees to allow the Auditors of the Pension Plan to check the contributions made by the Company for the purpose of preparing a certified audit of the Pension Plan.

25.6A Team Leaders hired prior to August 20, 2014, in the non-union positions of Assistant Grocery Team Leader, Assistant Front End Team Leader, Produce Team Leader, Night Crew Team Leader, Bakery Team Leader, Office Team Leader, and Floral Team Leader to be contributed for in the UFCW Local 23 and Giant Eagle Pension Plan at the appropriate contribution rate based on seniority date as set forth in 25.1.

25.6B Team Leaders in the positions listed in 25.6A, hired on or after August 20, 2014, and Team Leaders who are transferred out of or back into a store covered under this Agreement, will be covered under the Giant Eagle Corporate pension plan.

Article 26
401K Plan

26.1 All eligible employees may participate in the Company's 401K Plan as described below:

- The employee must be age 21.
- Must work 1000 hours in a consecutive twelve (12) month period to first qualify.
- If not qualified in first year of employment by working 1000 hours, then calculation of 1000 hours is done by calendar year.
- Employees may contribute an amount equal to two (2%) percent to one hundred (100%) of regular earnings (regular hours worked only).
- Company to contribute thirty (30%) percent on the first six (6%) percent of employee contributions.

Article 27
Equipment

27.1 All linen used by the employees in the conduct of business shall be furnished by the Company and laundered by the employees on a voluntary basis.

27.2 Raincoats shall be furnished by the Company for each store. The raincoats shall remain the property of the Company and shall be used for the purpose of carrying out packages.

Article 28
Separate Contracts

The Company agrees that any future store that replaces another Corporate store will be opened as Corporate and the Company will not use store closing language (Article 9.23) on the closing store. Any other new stores that open will be opened under separate contracts with separate seniority. This paragraph does not restrict the Company's right to franchise stores, nor does it limit in any way any of the other provisions in Article 9.23.

Article 29
Safety/Health Program

The Company and Union will establish a joint Company and Union Safety and Health Program composed of an equal number of Union members and Company Officials in each store. The in-store committees will meet monthly, post minutes on a timely basis, complete inspections and offer recommendations for improvement. A Union Steward shall be a permanent member of the Committee.

Article 30
Term of Agreement

30.1 In the event legislation is passed by the Federal or State Government which voids any provisions of this Agreement, such provisions shall be considered void by both parties and shall not affect the other provisions of this Agreement. Should any provisions be invalidated, both parties shall meet promptly for the purpose of replacing such provisions.

30.2 This Agreement shall become effective June 29, 2014 and shall continue in effect through June 30, 2018 at which time it shall automatically renew itself from year to year unless either party notifies the other party by certified mail at least sixty (60) days prior to June 30, 2018 of its intentions to modify or terminate said Agreement.

30.3 All notices given under this Agreement are to be sent to Giant Eagle Markets Company, 101 Kappa Drive, Pittsburgh, Pennsylvania 15238 marked to the attention of the Vice President of Personnel and Labor Relations or the Team Leader of Labor Relations.

Article 31
Customer Service Clerks

(1) Employees classified as Customer Service Clerks shall only bag sold merchandise, stock grocery bags and supplies at the checkouts, do general custodial work, outside maintenance, clean up broken merchandise and collection of bascart.

Article 31 – Customer Service Clerks (Continued):

The phrase "do general custodial work" as contained in Paragraph 1, shall hereafter be interpreted to include the following tasks:

- A. Clean all rest rooms and break rooms.
- B. Clean windows and moldings at the front end of the store.
- C. Replace all light bulbs.
- D. Perform all necessary sweeping and mopping services on the floors, but said duty shall not include using the machines to maintain the floors and mopping which is required in connection therewith, nor shall it include sweeping and mopping in the back room.
- E. Scrape gum from the floors.
- F. Clean all kick plates.
- G. Installing and replacing signs at the front end of the store.
- H. Go-backs on all merchandise.
- I. Price checks on all merchandise.
- J. Clean pop and coffee machines.
- K. Fix and clean carts and replace parts.
- L. Clean register and check stands.
- M. Clean mats.
- N. Clean all trash cans.
- O. Take trash back from register and Team Leader's office.

A Customer Service Employee may also handle merchandise when the customer brings it to the check stand and may assist the customer in removing merchandise from the basket, package the merchandise, and assist the customer out of the store.

(2) A Customer Service Employee shall be scheduled to work a minimum of sixteen (16) hours per week, if available, and up to thirty-two (32) hours per week.

(3) Subject to Paragraph 9.24 present full-time and part-time employees' hours shall not be reduced as a result of this clause. No layoff of full-time or part-time employees may occur within the store until all Customer Service Employees in the store have been laid off.

(4) The terms of the collective bargaining agreement such as union security and seniority shall apply, but Customer Service Employees shall not receive benefits of a monetary nature, except for the wages as specified herein. It is understood that benefits such as cost of living allowance, holidays,

Article 31 – Customer Service Clerks (Continued):

vacation, sick leave, health and welfare, pension, legal aid, 401K Plan, etc., are of a monetary nature and are not to be provided to the Customer Service Employees. Seniority within job classification and within the store shall prevail.

(5) It is further understood that Customer Service Employees shall be given preference by seniority, together with ability, practicability, and availability, should an opening occur for a part-time employee, and shall further be given preference in the same way for full-time positions after they have been offered to the part-time employees.

(6) Any proven violation of these provisions which occurs after notice from the Union shall result in the immediate revocation of same in that store and Customer Service Employees in that store shall then be classified as part-time employees and all applicable benefits shall apply.

(7) Customer Service Clerks will be sent a form to indicate which stores they would accept for promotion to part-time clerk positions. Store lists will be prepared from these forms, with copies sent to the Union. The senior customer service clerk will be promoted for openings occurring at the store, if his/her name is on the store list, provided the employee is available and has the ability to perform the necessary duties. The form will state that: "You must be willing and able to accept a job offered at every store which you have put on this form. If after submitting this form you are no longer able to accept promotion at a store or stores indicated, you must notify the Team Leader of labor relations immediately. You may submit a new form no later than June 1 and December 1 of each year. Store lists will be revised July 1 and January 1 of each year, with copies sent to the Union. If you have a change of residence at any time during the year, you should immediately submit a new form, if necessary, and your name will be inserted on the appropriate store lists."

Article 32

Bakery

- A. The Bakery is a separate department with separate seniority.
- B. Bakers and Cake Decorators will be trained to and can be scheduled to perform the following functions, at their existing rate of pay:
 - 1. Set-up
 - 2. Bake-off operations
 - 3. Finishing
 - 4. Decorating
 - 5. Packaging
 - 6. Cleaning & Sanitation
 - 7. Stocking
 - 8. Servicing customers on the counter

Trained and qualified Bakers and Cake Decorators shall perform all work assigned by the Company within this Agreement.

Bakery department vacations will be scheduled with no more than one Cake Decorator, and one Counter Person, and one Baker off per week, unless otherwise mutually agreed upon (company will allow more personnel off if business conditions permit). During holiday weeks, and/or in stores with less than a total of five (5) bakers and cake decorators, based upon business needs only one

Article 32 – Bakery (Continued):

Baker or Decorator vacation may be permitted to be scheduled off per week, in addition to one Counter Clerk.

While Bakery counter clerks and Grocery clerks will remain separate classifications with separate seniority, in order to improve the Company's flexibility, the Company can schedule, or assign these clerks to work in either department at any time.

- C. Employees in the classification of baker as of January 1, 1981, will be retained in the bakery department and receive the general wage increases indicated in Schedule "A".
- D. The Company shall be permitted one Bakers Helper/Bench Hand per store and one for every three Bakers. If there are more than three (3) Bakers in a store, the Company can create additional Bakers Helper/Bench Hand positions.
- E. When a Kosher Bakery is closed for the Passover Holiday, bakery employees will have the option to take vacation or be reassigned to another bakery within the Pittsburgh city limits, including Giant Eagle #6379 (Waterfront).
- F. The duties for bakery counter clerks will include servicing the customer, the complete process for preparation and baking of bake-off and par-bake products (including mixing and placing the products in and removing them from the oven), packaging products for sale, applying base icing to cakes and related duties, but excluding scratch baking. Bakery counter clerks will be trained and qualified to perform the above duties.

Bakery counter clerks shall perform all work assigned by the Company within this Agreement.

APPRENTICE PROGRAM

Giant Eagle Markets has established an apprentice program enabling employees classified as bakery clerks the opportunity to become cake decorators.

Openings for cake decorator positions will be made by following the contract language as stated in Article 9.18D of the Local 23 Clerks Contract. Openings will be determined as necessary, based on the need of the Bakery Departments for cake decorators to be added to the store's staff.

The length of the program will be twelve (12) months. It is structured so that the apprentice will have the opportunity to learn all the skills necessary to become a qualified decorator.

If an apprentice is reduced or steps down, they will be reassigned to the classification they held previously.

The apprentice program does not take away the right of the Company to hire qualified decorators.

Article 33
Non-Union Management

33.1A The positions of Assistant Store Team Leader, Third Person and Head of Night Crew to be removed from the Bargaining Unit. All Assistant Store Team Leaders, Third Persons and Head of Night Crew as of November 18, 1984 have their own individual option to leave the Bargaining Unit or to stay in the Bargaining Unit as a full-time employee at the appropriate full-time clerk rate of pay.

33.1B Each Assistant Store Team Leader, Third Person and Head of Night Crew as of November 18, 1984, deciding to leave the Bargaining Unit shall have six (6) months to reconsider their decision and return to a full-time clerk position without loss of seniority and at the appropriate clerk rate of pay. Anyone who was promoted by the Company after November 18, 1984 to the position of Assistant Store Team Leader, Third Person, or Head of Night Crew, who is thereafter demoted by the Company shall return to their former status without loss of seniority.

33.2 The positions of Assistant Team Leader, Third Person, Head of Night Crew, Floral Team Leader, Photo Lab Team Leader, Office Team Leader and Bakery Team Leader to continue to perform work as in the past.

33.3 The Company shall have the right to promote all future Assistant Team Leaders, Third Persons, Head of Night Crew, Floral Team Leader, Photo Lab Team Leader, Office Team Leader and Bakery Team Leader positions at the Company's discretion. However, the Company agrees to fill the positions of Assistant Team Leader, Third Person, Head of Night Crew, Floral Team Leader and Bakery Team Leader from Company employees within the Local 23 (formerly 1407) Bargaining Unit.

33.4A The position of Produce Team Leader to be removed from the Collective Bargaining Unit.

33.4B The Employees in their current Produce Team Leader positions as of November 18, 1984 to have their own individual option to leave or stay in the Bargaining Unit as Team Leaders.

33.5 Each Produce Team Leader, as of November 18, 1984 who decides to leave the Bargaining Unit will have six (6) months to reconsider his/her decision and return to the Bargaining Unit as a Produce Team Leader at the appropriate Team Leader's rate of pay.

33.6 All future Produce Team Leader Positions to be non-bargaining unit positions and the Company shall have the right to fill these positions at the Company's discretion. Produce Team Leaders to continue to perform work as in the past. The Company agrees to promote all future Produce Team Leaders from within the Local 23 (formerly 1407) Bargaining Unit.

Article 34
Travel Pay

34.1 Employees to be paid the Standard IRS Mileage Reimbursement Rate per mile when temporarily working in a store at the request of the Company. This shall apply to the mileage which is greater than normally traveled and shall not apply to employees in the floater pool. Payment will be made in the first pay after the travel occurred.

Article 35
Labor/Management Meetings

The Company and the Union, desiring to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations and avoid controversies, do hereby establish a Joint Labor Management Committee.

The purpose of the Committee is to discuss, explore and study problems and suggestions referred to it by the parties to this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems and suggestions that have been discussed, explored and studied.

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing Collective Bargaining Agreements, nor to settle grievances arising under the CBA. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

The Committee shall be composed of six (6) members, three (3) representing the Union and three (3) representing the Company. The Union Committee shall include the President of the Local Union or his or her designee, and two (2) members appointed by the Union. The Company Committee shall include the Company's CEO or his or her designee, and two (2) other Management representatives appointed by the Company. By mutual agreement, a representative of the Federal Mediation and Conciliation Service may be invited to attend and participate in Committee meetings.

Meetings shall occur quarterly and will be scheduled by mutual agreement. Meetings shall be conducted in the workplace facility unless otherwise agreed to, and begin at a time agreed upon by the parties. An agenda will be prepared for the meeting and distributed to all members by email at least one week prior to the meeting. Both parties may contribute agenda items.

WAGE SCHEDULE

This Wage Schedule applies to Pennsylvania and West Virginia

Employees at or above the thereafter rate shall receive the following increases:

<u>Effective</u> <u>6/29/2014</u>	<u>Effective</u> <u>6/28/2015</u>	<u>Effective</u> <u>6/26/2016</u>	<u>Effective</u> <u>6/24/2017</u>
50¢	40¢	40¢	40¢

EFFECTIVE	<u>Effective</u> <u>6/29/2014</u>	<u>Effective</u> <u>6/28/2015</u>	<u>Effective</u> <u>6/26/2016</u>	<u>Effective</u> <u>6/24/2017</u>
Produce Managers (Union)	\$18.63	\$19.03	\$19.43	\$19.83
Full-Time Clerk, Hired Prior to 3/22/81	\$17.32	\$17.72	\$18.12	\$18.52
Full-Time Clerk, Hire Date Between 1/1/81 & 12/22/83	\$15.90	\$16.30	\$16.70	\$17.10
Part-Time Clerk, Hired Before 1/1/81 or Promoted From CSC Prior to 3/22/81	\$15.97	\$16.37	\$16.77	\$17.17
Part-time Clerks, Hired From 1/1/81 to 12/22/83, and Employees Hired Before 1/1/81 But Promoted From CSC After 3/22/81	\$15.85	\$16.25	\$16.65	\$17.05

Bakers Hired After 1/1/81:	<u>6/29/2014</u>	<u>6/28/2015</u>	<u>6/26/2016</u>	<u>6/24/2017</u>
First Year as a Baker	\$11.00	\$11.00	\$11.00	\$11.00
Second Year as a Baker	\$11.30	\$11.30	\$11.30	\$11.30
Third Year as a Baker	\$11.60	\$11.60	\$11.60	\$11.60
Thereafter as a Baker	\$11.90	\$11.90	\$11.90	\$11.90

BAKERY APPRENTICE RATE

First six (6) months	80% of the Baker Rate
Second six (6) months	85% of the Baker Rate
Third six (6) months	90% of the Baker Rate

WAGE SCHEDULE (Continued):

CAKE DECORATOR

Upon completion of the twelve (12) month Apprentice Program, the following Decorator rate will apply:

	<u>6/29/2014</u>	<u>6/28/2015</u>	<u>6/26/2016</u>	<u>6/24/2017</u>
First Year as a Cake Decorator	\$11.00	\$11.00	\$11.00	\$11.00
Second Year as a Cake Decorator	\$11.30	\$11.30	\$11.30	\$11.30
Third Year as a Cake Decorator	\$11.60	\$11.60	\$11.60	\$11.60
Thereafter as a Cake Decorator	\$11.90	\$11.90	\$11.90	\$11.90

APPRENTICE RATES - DECORATORS

First six (6) months	80% of the Cake Decorator Rate
Second six (6) months	85% of the Cake Decorator Rate

All Bakers Helpers/Bench Hands will move to the clerk brackets at the appropriate step upon ratification.

FULL-TIME BAKERY EMPLOYEES

Hired After 1/1/81 and Prior to 6/27/01

	<u>6/29/2014</u>	<u>6/28/2015</u>	<u>6/26/2016</u>	<u>6/24/2017</u>
Effective:				
Thereafter	\$13.20	\$13.60	\$14.00	\$14.40

PART-TIME BAKERY EMPLOYEES

Hired Prior to 6/27/01

	<u>6/29/2014</u>	<u>6/28/2015</u>	<u>6/26/2016</u>	<u>6/24/2017</u>
Effective:				
Thereafter	\$12.70	\$13.10	\$13.50	\$13.90

FULL-TIME CLERKS

Hired After 12/22/83 and Prior to 6/27/01

	<u>6/29/2014</u>	<u>6/28/2015</u>	<u>6/26/2016</u>	<u>6/24/2017</u>
Effective:				
Thereafter	\$13.20	\$13.60	\$14.00	\$14.40

PART-TIME CLERKS

Hired After 12/22/83 and Prior to 6/27/01

	<u>6/29/2014</u>	<u>6/28/2015</u>	<u>6/26/2016</u>	<u>6/24/2017</u>
Effective:				
Thereafter	\$13.20	\$13.60	\$14.00	\$14.40

WAGE SCHEDULE (Continued):

	For Full-Time Employees Hired <u>On or After 6-27-01 and Prior to 6-28-2004</u>			
Effective:	<u>6/29/2014</u>	<u>6/28/2015</u>	<u>6/26/2016</u>	<u>6/24/2017</u>
Thereafter	\$12.70	\$13.10	\$13.50	\$13.90

	For Part-Time Employees Hired <u>On or After 6-27-01 and Prior to 6-28-2004</u>			
Effective:	<u>6/29/2014</u>	<u>6/28/2015</u>	<u>6/26/2016</u>	<u>6/24/2017</u>
Thereafter	\$12.10	\$12.50	\$12.90	\$13.30

	For Full-Time Employees Hired On or After 6-28-04 But Prior To 6-25-07			
Effective:	<u>6/29/2014</u>	<u>6/28/2015</u>	<u>6/26/2016</u>	<u>6/24/2017</u>
Thereafter	\$11.60	\$12.00	\$12.40	\$12.80

WAGE SCHEDULE (Continued):

For Full-Time Employees
Hired on or after 6/25/07 and Part-Time hired on or after 6/28/04

	<u>Effective 6/29/2014</u>	<u>Effective 8/3/2014</u>	<u>Effective 6/28/2015</u>	<u>Effective 6/26/2016</u>	<u>Effective 6/24/2017</u>
0-60 Days	\$7.45	\$8.25	\$8.25	\$8.25	\$8.25
60 Days – 6 Months	\$7.60	\$8.45	\$8.45	\$8.45	\$8.45
7-12 Months	\$7.75	\$8.60	\$8.60	\$8.60	\$8.60
13-18 Months	\$7.90	\$8.75	\$8.75	\$8.75	\$8.75
19-24 Months	\$8.05	\$8.90	\$8.90	\$8.90	\$8.90
25-30 Months	\$8.20	\$9.05	\$9.05	\$9.05	\$9.05
31-36 Months	\$8.35	\$9.20	\$9.20	\$9.20	\$9.20
37-42 Months	\$8.50	\$9.35	\$9.35	\$9.35	\$9.35
43-48 Months	\$9.00	\$9.85	\$9.85	\$9.85	\$9.85
Over 48 Months	\$10.20	\$10.50	\$10.80	\$11.10	\$11.40

Full-time and Part-time Market District Employees

	<u>Effective 6/29/2014</u>	<u>Effective 8/3/2014</u>	<u>Effective 6/28/2015</u>	<u>Effective 6/26/2016</u>	<u>Effective 6/24/2017</u>
0-6 Months	\$8.20	\$8.50	\$8.50	\$8.50	\$8.50
7-12 Months	\$8.35	\$8.65	\$8.65	\$8.65	\$8.65
13-18 Months	\$8.50	\$8.80	\$8.80	\$8.80	\$8.80
Thereafter	\$10.20	\$10.50	\$10.80	\$11.10	\$11.40

	<u>Effective 6/29/2014</u>	<u>Effective 6/28/2015</u>	<u>Effective 6/26/2016</u>	<u>Effective 6/24/2017</u>
Market District Candy Lead	\$14.25	\$14.25	\$14.25	\$14.25

ADDENDUM

When a non-union employee is absent from work for one (1) day or more, as provided in article 2.1G, and a Union employee replaces that position, they will be paid as follows:

EFFECTIVE	<u>Effective 6/29/2014</u>	<u>Effective 6/28/2015</u>	<u>Effective 6/26/2016</u>	<u>Effective 6/24/2017</u>
Produce Team Leader	\$18.63	\$19.03	\$19.43	\$19.83
Night Crew Team Leader	\$17.81	\$18.21	\$18.61	\$19.01
Bakery Team Leader	\$17.88	\$18.28	\$18.68	\$19.08
Floral Team Leader	\$15.90	\$16.30	\$16.70	\$17.10
Assistant Bakery Team Leader		+ \$1.50 above the employee's rate		
Assistant Produce Team Leader		+ \$1.50 above the employee's rate		
Health, Beauty and Wellness Lead		+ \$1.50 above the employee's rate		
HBC/HBW Lead		+ \$1.50 above the employee's rate		
Fuel Station Lead		+ \$1.50 above the employee's rate		
Beer and Wine Lead		+ \$1.50 above the employee's rate		
Liquor Lead		+ \$1.50 above the employee's rate		
Office Lead		+ \$1.50 above the employee's rate		
Receiver Lead		+ \$1.50 above the employee's rate		
POS Lead		+ \$1.50 above the employee's rate		
Specialty Foods Lead		+ \$1.50 above the employee's rate		
Dairy Lead		+ \$1.50 above the employee's rate		
Frozen Food Lead		+ \$1.50 above the employee's rate		
Night Crew Lead		+ \$1.50 above the employee's rate		
Payroll Lead		+ \$1.50 above the employee's rate		

*Or \$.50 per hour premium above the employee's existing rate, whichever is greater.

LETTER OF AGREEMENT 1

The Employer and Union being parties to a Collective Bargaining Agreement which is effective from June 29, 2014 through June 30, 2018, hereby agree to the following:

Current HBC Managers who remain in the Bargaining Unit shall be red circled under this Agreement and shall receive a one dollar and fifty cents (\$1.50) per hour premium above their existing rate. In the event a red circled HBC manager vacates the position, it may be filled with an excluded General Merchandise Manager and or excluded HBC Manager. In stores that have red circled HBC Managers, the Company shall have the right to have an excluded General Merchandise Manager.

Therefore, with the intention of being bound legally by the foregoing, the parties hereby affix their signatures to this Letter of Agreement.

William Artman
Senior Vice President, Retail Operations

Anthony M. Helfer, President

Date:

Date:

Lora Dikun
Senior Vice President, Human Resources

Paul R. Brophy, Secretary-Treasurer

Date:

Date:

LETTER OF AGREEMENT 2

The Employer and Union being parties to a Collective Bargaining Agreement which is effective from June 29, 2014 through June 30, 2018, hereby agree to the following:

Current Receiver Leads who remain in the Bargaining Unit shall be red circled under this Agreement and receive a one dollar and fifty cents (\$1.50) per hour premium above their existing rate. In the event a red circled Receiver Lead vacates the position, it shall be filled with an excluded Receiver Manager.

Therefore, with the intention of being bound legally by the foregoing, the parties hereby affix their signatures to this Letter of Agreement.

William Artman
Senior Vice President, Retail Operations

Anthony M. Helfer, President

Date:

Date:

Lora Dikun
Senior Vice President, Human Resources

Paul R. Brophy, Secretary-Treasurer

Date:

Date:

LETTER OF AGREEMENT 3

The parties have agreed to provide the following uniforms by department:

Deli-Uniforms	6 for full-timers	4 for part-timers
Prepared Foods-Smocks	5 for full-timers plus lightweight protective plastic aprons	5 for part-timers
Produce-Shirt/Polo	4 for full-timers	3 for part-timers
Lot Employees-Apron/ Polo/Smock	6 for full-timers	6 for part-timers

Meat/Seafood and Bakery will continue to receive an unlimited number of aprons and front end cashiers/office will continue to have uniforms replaced based on wear and tear.

William Artman
Senior Vice President, Retail Operations

Anthony M. Helfer, President

Date:

Date:

Lora Dikun
Senior Vice President, Human Resources

Paul R. Brophy, Secretary-Treasurer

Date:

Date:

LETTER OF AGREEMENT 4
REGARDING STUDENTS

It is understood by both parties to the collective bargaining agreement of June 25, 2007, that employees who are high school or college students shall accrue and retain credit towards their rate of pay and benefits for time worked when and if considered for re-employment, if that re-employment occurs within one year of date the employee returns to school. Leave time shall not be included in this credit. The re-employment date shall remain the employee's seniority date relative to other employees within their seniority group. The Company may require verification of attendance in a college or specialized training school.

William Artman
Senior Vice President, Retail Operations

Anthony M. Helfer, President

Date:

Date:

Lora Dikun
Senior Vice President, Human Resources

Paul R. Brophy, Secretary-Treasurer

Date:

Date:

MEMORANDUM OF AGREEMENT
 BY AND BETWEEN
 Giant Eagle Markets Company
 Grocery Contract
 And
 United Food and Commercial Workers Union, LOCAL 23
 August 20, 2014

The Company and Union being parties to Collective Bargaining Agreement for the Grocery Contract (June 29, 2014 through June 30, 2018), hereby agree to the following:

The parties agree to the creation and implementation of a Baker and Cake Decorator Floater Pool under the following guidelines:

1. The Company must first level the hours of Bakers and Cake Decorators.
 - a. Any Baker or Cake Decorator who may be displaced due to the leveling process would be transferred to fill a vacancy in another store, or floater pool, based on seniority. In the event no vacancy exists at an employee's preferred store(s), or floater pool(s), the Company reserves the right to transfer employees in accordance with 9.26.
2. Geographic Zones
 - a. Designate the number of floaters assigned to each geographic zone.
 - b. Each floater by seniority would choose a geographic zone.

<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>
0018	0008	0002	0009
0025	0017	0004	0010
0037	0038	0014	0064
0045	0040	0031	0081
0052	0041	0035	
0065	0060	0039	
0067	0061	0047	
	0063	0070	
	0072	0073	
	0076	0074	
	0077		
	0078		
	6379		

Memorandum of Agreement (Continued):

3. Ask for volunteers – Initially any volunteer must float for three (3) months and at that time if they do not want to float anymore, they can return to their former store. After the three (3) month time frame, they would have to submit a lateral for a permanent location.
4. If not enough volunteers, the least senior Baker or Decorator who does not have a store location due to the leveling of hours would be assigned to the floater pool.
5. When apprentices become Bakers or Cake Decorators, they would be given the option of taking an open position in a store or going into the floater pool.
6. When a full-time vacancy exists in a store covered under this agreement for which no laterals have been submitted, the Company reserves the right to permanently fill said vacancy with the least senior floater from within the geographic zone.
7. Floater enhancements:
 - a. Floater is assigned to the schedule of the Baker or Cake Decorator they are replacing.
 - i. When Leader or Assistant Leader is off, those schedules will be filled with permanent store TM's, the floater will fill the open schedule.
 - ii. If a floater is scheduled in the same store for more than one (1) week, he or she will be scheduled under the provisions under the Grocery contract.
 - iii. Floaters scheduled in more than one (1) store in any one (1) week will not be scheduled more than three (3) nights in that week.
 - b. Separate vacation schedule for all floaters.
8. Approved vacations selected prior to March 1st and approved on or after April 1st will carry to a permanent store.
9. All full-time floaters will receive an hourly premium of fifty cents (50¢) per hour above their rate of pay. Employees moved to a permanent position in a store will no longer receive the fifty cents (50¢) per hour premium.
10. This supersedes any other provisions of the CBA which may be inconsistent with this Section.

FOR THE COMPANY:

FOR THE UNION:

Date:

Date:

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
Giant Eagle Markets Company
Grocery Contract
And
United Food and Commercial Workers Union, LOCAL 23

The Company and Union being parties to a Collective Bargaining Agreement which is effective from June 29, 2014 through June 30, 2018, hereby agree to the following:

Under the Grocery Contract between the parties, there is only one Graphic Artist, Dawn Petryk, who is still in the Union. She will be given the option whether to leave or remain in the Union. If she remains in the Bargaining Unit, she will be red-circled under this Agreement. In the event she is no longer in that position, that position will become an excluded position. All other current and future Graphic Artist positions will be excluded from the Bargaining Unit.

Therefore, with the intention of being bound legally by the foregoing, the parties hereby affix their signatures to this Letter of Agreement this _____ day of _____, 2014.

FOR THE COMPANY:

FOR THE UNION:

Date:

Date:

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
Giant Eagle Markets Company
Grocery Contract
And
United Food and Commercial Workers Union, LOCAL 23

RE: ARTISAN BAKER\PASTRY CULINARIAN

This Agreement is entered into this 20th day of August 2014, by and between Giant Eagle Markets (the “Company”) and UFCW Local 23 (the “Union”).

WHEREAS, the Company has made plans to have a new Artisan Bakery Department in its stores; and

WHEREAS the parties’ Grocery collective bargaining agreement provides an exclusion for two (2) Bakery Team Leaders in stores

WHEREAS, under the new Artisan Bakery plan, the Company has a need for two (2) additional Bakery Team Leaders in its stores: one (1) in the Artisan Bread area and one (1) in the Patisserie area; and

WHEREAS, the Union has agreed to the exclusions for two (2) additional Bakery Team Leaders and additional Union positions outlined herein in all stores and in any future stores which adopt this Artisan Bakery/Pastry model and has agreed that these two (2) Team Leaders are not included in the numbers set forth in 2.1B of the grocery contract; and

WHEREAS, the parties’ Grocery collective bargaining agreement provides that the Company may specify additional specialized job classifications with prior notification to and discussion with the Union; and

WHEREAS, the parties’ Grocery collective bargaining agreement provides that the Company may create union lead positions, based upon its business needs in each store; and

WHEREAS, the Union and the Company have agreed to the creation of specialized Artisan Baker(s) and Pastry Culinarian(s) positions in this model, with associated wages, according to the terms herein; and

WHEREAS, the Union and the Company have agreed to the creation of one Union Lead Pastry Culinarian and one Union Lead Artisan Baker in this model, with associated wages, according to the terms herein; and

WHEREAS, the parties have agreed that in all stores where the Company opts to utilize the excluded managers (Artisan Bread and Patisserie Area) an equal number of union lead positions shall exist; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. The starting rate of pay for the Artisan Baker and Pastry Culinarian positions will be equivalent to the Gourmet Chef in the Meat/Deli collective bargaining agreement. A selected employee shall go to the greater of the Gourmet Chef hourly rate or one dollar and fifty cents (\$1.50) above their current rate.
2. The rate of pay for any lead Artisan Baker and lead Pastry Culinarian shall be one dollar and fifty cents (\$1.50) above their rate (as described in Paragraph 1 above), consistent with 2.1(F) of the Grocery collective bargaining agreement.
3. The rate of pay for the Artisan Baker, Pastry Culinarian, Union Lead Artisan Baker and lead Pastry Culinarian positions will increase by one dollar (\$1.00) per hour upon completion of the certification requirements published by the Retail Bakers Association or the American Culinary Federation.
4. When the Company assigns an employee to act as relief for and fill the job of Artisan Baker or Pastry Culinarian in their absence, the employee shall receive the hourly rate for the job, provided that the replacement employee is qualified and performs the work. Pastry Culinarians or Artisan Bakers assigned Baker or Cake Decorator work shall maintain their higher rate of pay.
5. The Artisan Baker and Pastry Culinarian will be considered “specialized” positions in all respects as provided in the parties’ Grocery labor agreement and they shall not be subject to any contractual restrictions on scheduling.
6. The Artisan Baker positions will be posted in all stores. If no interested candidates are qualified as determined by the Company according to its selection criteria, the Company will post for an Artisan Baker Apprentice. If the qualifications of candidates are equal in the Company’s discretion, seniority shall prevail.
7. The Pastry Culinarian positions will be posted in all stores. If the qualifications of candidates are equal in the Company’s discretion, seniority shall prevail. If there are more qualified candidates than open positions in the Artisan Bakery Department, the qualified candidates who are not selected for the positions will have to await the posting of new open positions. Future open positions shall be filled from the pool of qualified candidates, by seniority. If no interested candidates are qualified as determined by the Company, the positions will be posted according to the Market District language of the Grocery collective bargaining agreement.
8. In determining eligibility for the Artisan Baker and Pastry Culinarian positions in Market District stores only, all Market District eligibility requirements will apply, except that there will be an exception for unexpired tardy disciplines and for verbal warnings.
9. Subject to business needs, the Company shall maintain sole discretion with regard to academic content, an Apprentice Program for the Artisan Baker and Pasty Culinarian positions. The apprenticeship premium shall be one dollar (\$1.00) per hour. Interested

candidates will be selected based upon successful completion of a written assessment and interview process. Candidates shall be afforded three (3) opportunities to pass the written assessment.

10. Upon completion of the Apprentice Program for Artisan Baker and Pastry Culinarian positions, candidates for Artisan Baker and Pastry Culinarian positions must pass a practical assessment. Candidates shall be afforded two (2) opportunities to pass the practical assessment.
11. A Team Member who voluntarily decides to step down from an Artisan Baker or Pastry Culinarian position within the first six (6) months will be permitted to return to the Team Member's former position if there is an opening. If there is no opening, the Team Member will be given the opportunity to transfer to another Market District position (subject to bid/lateral process) or to another format store subject to Article 9.7B of the Grocery collective bargaining agreement. However, Leads will be governed by Article 9.25.

With the intention of being bound legally by the foregoing, the parties hereby affix their signatures to this Letter of Agreement this _____ day of _____, 2014.

FOR THE COMPANY:

FOR THE UNION:

Date:

Date:

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
Giant Eagle Markets Company
And
United Food and Commercial Workers Union, LOCAL 23
RE: CERTIFIED CICERONE INCREASES

The Company and Union, being parties to a Collective Bargaining Agreement, which is effective from June 29, 2014 through June 30, 2018, hereby agree to the following:

1. Beer and Wine Leads covered by the parties' Collective Bargaining Agreement who obtain a Cicerone certification are entitled to a one dollar (\$1.00) per hour increase, in addition to their one dollar and fifty cents (\$1.50) per hour lead premium. The Company has the right to pay more at its discretion.
2. Team Members must turn in their certificate within one month of the effective date to receive the appropriate increase based on the date of the certificate.
3. If the certificate is turned in later than one month after the effective date, back pay will be calculated for one month only, regardless of the effective date of the certificate.
4. If the Team Member leaves Giant Eagle employment less than one (1) year after obtaining their certification or recertification, and Giant Eagle has paid for the education needed to obtain this certificate, the Team Member must agree to re-pay Giant Eagle the cost of the certification (cost of exam).

Therefore, with the intention of being bound legally by the foregoing, the parties hereby affix their signatures to this Memorandum of Agreement.

For the Company

For the Union

Date signed

Date signed

Voluntary Buyout

Grocery and Meat

Full-time and Part-Time Employee Voluntary Separation (Buy-Out) Program

1. The Company reserves the right to offer a voluntary buy-out program at any time during the life of this Agreement. The Company will offer the buyout program within thirty (30) days after ratification. The buyout and separations will occur within seventy-five (75) days after ratification.

2. This program is completely voluntary and is available to eligible employees currently on the payroll and actively working.

3. Eligibility:

- Employees with fifteen (15) or more years of service when the buyout is offered.

4. Terms:

Full Time:

- One thousand dollars (\$1,000) per year of service capped at \$25,000.
- Three (3) months of Health and Welfare contributions
- All unused vacation, including prorated vacation, if applicable.

Part Time:

- One thousand dollars (\$1,000) per year of service capped at \$20,000.
- Three (3) months of Health and Welfare contributions.
- All unused vacation, including prorated vacation, if applicable.

5. The Parties agree that the buyout package offer will be limited initially to a total of fifty (50) individuals, Grocery and Meat/Deli combined. The Employer has the discretion to determine the number of individuals in a particular classification that will ultimately receive a buyout package, based on the needs of the business. The Employer has no obligation to replace resulting vacancies. In the event that more than fifty (50) individuals indicate an interest, the Company may consider making a limited number of additional buyouts available.

6. Employees may elect to take a lump sum payment or elect to take the payment over a twelve (12) month period, less applicable tax withholding as required by law.

7. The Company and Union agree to meet and review the list of individuals who have qualified for the buyout.

GIANT EAGLE MARKETS COMPANY

UNITED FOOD AND COMMERCIAL WORKERS
AFL-CIO, LOCAL UNION 23

William Artman
Senior Vice President, Retail Operations

Date:

Anthony M. Helfer, President

Date:

Lora Dikun
Senior Vice President, Human Resources

Date:

Paul R. Brophy, Secretary-Treasurer

Date:

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